



DAWSON COUNTY GOVERNMENT

REQUEST FOR PROPOSALS FOR DEBRIS REMOVAL AND DISPOSAL SERVICES

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

JULY 6, 2022, AT 10:30AM, EST

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

RFP #406-22

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

ISSUE DATE: JUNE 13, 2022

DAWSON COUNTY BOARD OF COMMISSIONERS

TABLE OF CONTENTS

SOLICITATION DOCUMENTS

General Overview.....3

IFB Timetable.....4

General Conditions.....15

Scope of Work16

Qualifications/Response Format Outline.....28

General Terms.....35

Vendor’s Checklist Form.....78

Vendor’s Price Proposal Form.....80

Vendor’s Reference Form.....83

Execution of Proposal Form.....84

Drug Free Workplace Form.....86

Certificate and Statement of Non-Collusion Form.....87

Georgia Security and Immigration Compliance Act Affidavit.....89

Sample Contract.....98

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

DEBRIS REMOVAL AND DISPOSAL SERVICES

INVITATION

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

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=1bac094c-9726-497e-943b-141544ec4bd4> Submissions must be typed or printed in ink. Prices submitted as a result of this invitation must include the Vendor Price Proposal Form and be returned in a sealed envelope or container marked, as Sealed Bid with the applicable Proposal Name and Proposal Number on the outside. The offer may not be considered unless so received. Proposals must be submitted no later than 10:30 a.m., July 6, 2022. The anticipated award date is July 21, 2022.

There will not be a pre-proposal meeting for this RFP. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at mhawk@dawsoncounty.org no later than June 27, 2022, at 1:00 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than June 30, 2022, at 1:00 p.m. Answers to question submitted that materially change the conditions and specifications of this invitation will be promulgated to the County website and the Georgia Procurement Registry. Any discussions or documents will be considered non-binding unless incorporated and publicized in an addendum.

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

Sincerely,
Melissa Hawk
Purchasing Manager

DAWSON COUNTY, GEORGIA

REQUEST FOR PROPOSALS FOR DEBRIS REMOVAL AND DISPOSAL SERVICES

SECTION I – GENERAL OVERVIEW

A. INFORMATION TO PROPOSERS

1. BID SUBMISSION

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

One (1) original and three (3) copies of the technical proposal and one (1) original price proposal must be received by, **JULY 6, 2022, at 10:30am, eastern standard time**. The price proposal must be submitted in a **separate** sealed envelope stating on the outside, “Price Proposal, the proposer's name, address, the solicitation number and name”. If the price is referenced in the technical proposal, the submission shall be disqualified and will not be evaluated. The proposer’s name, address and the solicitation number **#406-22 Debris Removal and Disposal Services** is to be written on the outside of the complete submittal (price and technical) and must be delivered to:

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

Hand Delivery

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

GPS Location

Some GPS systems cannot locate the above-named address. Proposers may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the

Government Center. Upon arrival, please continue one block West on Shoal Creek Road to Justice Way. Parking for the Government Center is available off of Justice Way. Proposers should verify address is in Dawson County and not a surrounding community.

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

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

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

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

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

2. CONTACT PERSON

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

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

3. ADDITIONAL INFORMATION/ADDENDA

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

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

4. **LATE SUBMITTAL AND LATE MODIFICATIONS**

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

5. **REJECTION OF PROPOSALS/CANCELLATION**

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

6. **MINIMUM RFP ACCEPTANCE PERIOD**

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

7. **NON-COLLUSION AFFIDAVIT**

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

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

8. **COST INCURRED BY PROPOSERS**

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

9. **RFP OPENING**

Only the names of the firms responding to this RFP will be read aloud publicly due to the fact that the proposals will be subject to an evaluation review for accurate qualifications.

A list of names of firms responding to the RFP may be obtained from the county's website www.dawsoncounty.org, after the RFP due date and time stated herein. A copy of the final evaluation tabulation to the RFP will be posted to the website after the RFP has been awarded, along with the awarded Proposer name and date of award.

10. OPEN RECORDS

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

11. TAXES

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

12. PROPOSER INFORMATION

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

13. INSURANCE

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

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

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

14. BONDS

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

15. ANTI-DISCRIMINATION

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

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

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

1. During the performance of this contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Consultant will include the provisions of Section 1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each Sub-contractor or proposer.

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

16. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

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

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

SECTION II – GENERAL CONDITIONS

A. **PURPOSE**

It is the intent of the County that this invitation will result in the selection of an experienced firm to efficiently remove and lawfully dispose of disaster-generated debris (other than household putrescible garbage) from public and private property and rights-of-

ways, and to set up and operate Temporary Debris Staging & Reduction Sites (TDSRS) in the County immediately after an ice/snow storm and all other disasters; from a large area in a timely and cost-effective manner. The successful (Contractor(s)) must be capable of assembling, directing, and managing a work force that can complete the debris management operations in a maximum of 120 days.

It is also the intent to secure the services of a second similarly experienced firm to supplement the first firm. This contractor will supplement debris removal and disposal, if in the opinion of the County the workload is such that the work will not be sufficiently completed in the time period specified. This work is coordinated through the County and the Debris Management Consultant.

The successful proposers **will not** be responsible for the preparation of the FEMA Project worksheets and submittals to FDEM, FEMA and the Federal Highway Administration (FHWA). The Debris Management Consultant will perform these tasks. The successful proposer shall be responsible for providing full support to the Debris Management Consultant in the development of the project worksheets and documentation to support the projects.

This RFP is for Emergency Debris Clearance (Push), Debris Removal, Temporary Debris Staging and Reduction Site Management, and Tree and Limb Removal. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. The County has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract. Due to the diversity of damage caused by natural or manmade disasters, the County reserves the right to negotiate pricing with the Contractor at the time of the event for all unforeseen debris removal and disaster related activities.

B. CONTRACT PERIOD

The term of a contract awarded as a result of this Invitation for Bid shall be effective from date of award through December 31, 2022. The contract shall have the option for four (4) additional one (1) year renewal terms.

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

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

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

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

C. BACKGROUND

The Dawson County sits in northeast Georgia and covers 214 square miles and 49 linear miles of lake shore. The 2010 census reported 22,330 residents live within Dawson County. Separated by four (4) voting and school districts Dawson County's population is centralized near the GA Hwy 400 corridor and thins out from the area. Dawson Forest has approximately 10,800 acres of undisturbed woodland towards to west and northwest borders maintained by the Wildlife Management Agency (WMA).

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

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

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

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

D. SCOPE OF WORK

Contractor Responsibilities:

The Contractor shall disclose current and future debris management contractual obligations with Southern Tennessee, Southern North Carolina and Georgia throughout the term of the contract and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this contract. Such disclosure shall be provided to the County within thirty (30) days of entering into said contractual obligation.

Per FEMA guidelines the Contractors shall provide a subcontractor plan that provides a clear description of the scope and percentage of work the Contractor may subcontract out and limiting use of subcontractors to only those approved by Dawson County.

This work is coordinated through the Federal Emergency Management Agency (FEMA) Debris Management Guide may be used for guidance in preparing the response to this RFP. This guide may be accessed at <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>

In preparation for an imminent event, contractor crews may be asked to stage outside the anticipated strike area. In this case, contractors are to provide the emergency push into the County.

The successful contractor(s) will meet with the County and the Debris Management Consultant after award and a second time during the initial year to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. The successful contractor(s) will meet with the County and the Debris Management Consultant twice a year during each renewal period. The times will be decided at the initial meeting after award.

Upon receipt of the notification of need the contractor will begin coordination with Debris Management Consultant or other designated person(s).

The Contractor's representative shall be physically present at the County's Emergency Operations Center within eight (8) hours after notification of need. Commencement of work shall begin within twenty-four (24) hours of issuance of Notice to Proceed. The County may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations

The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations. Disposal of debris will be at the County's or the contractor's approved temporary debris management sites or landfill sites. The Contractor will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all debris management sites.

The Contractor will be required to conduct annual planning and training activities with Dawson County, Georgia throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary TDSR site selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, beach and shoreline restoration, and current Federal, State and Local guidelines and regulations. The

cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to Dawson County, Georgia.

It shall be the responsibility of the Contractor to remove and properly dispose of dead animals inadvertently delivered to a debris management site.

The Contractor will setup a lined containment area and separate any Household Hazardous Waste (HHW) inadvertently delivered to a debris management site. The Contractor is responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the Contractor, if qualified, or a qualified Sub-Contractor.

For “Event Types” that require Temporary Debris Staging and Reduction Sites (TDSRS) the contractor shall be available for technical assistance in site selection and operational planning. Selection of these sites is the first task done by the Debris Management Team. This first task will result in a map of the various sites and a basic operation plan for each site.

POTENTIAL SCENARIOS:

There are five (5) different types of potential events as listed below. Proposers shall possess proven experience with site management and FEMA requirements, rules, and regulations for each. All scenarios are restricted to Dawson County, Georgia.

EVENT TYPE 1: SPOT JOBS – LOCALIZED

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total.

EVENT TYPE 2: SMALL EVENT - WIDESPREAD OR COUNTY WIDE

In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove; haul, recycle, and/or dispose of all types of debris with its own resources except that government land may be provided for temporary storage. Any government land provided shall be reclaimed at the conclusion of the work as described in Section 1.3. The quantity shall not be so significant as to require specialized reduction in volume such as by burning. Any debris waste (anything not recyclable) can be disposed of at the County Resource Recovery Facility either by burning, haul-off or mulching/grinding.

EVENT TYPE 3: SIGNIFICANT EVENT - REMOVAL, REDUCTION, HAULING - WOODY DEBRIS ONLY - WIDESPREAD OR COUNTY WIDE

In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by a government agency or contractor. This event type may require the development and operation of TDSRS. Any government land provided shall be reclaimed at the conclusion of the work as described in Section 1.3.

EVENT TYPE 4: SIGNIFICANT EVENT - REMOVAL, REDUCTION, HAULING, AND SEPARATING - MIXED DEBRIS- WIDESPREAD OR COUNTY WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling and disposal site(s) designated, managed, and operated by a government agency or contractor. This event type may require the development and operation of TDSRS. Any government land provided shall be reclaimed at the conclusion of the work as described in Section 1.3.

EVENT TYPE 5: CATASTROPHIC EVENT- REMOVAL, REDUCTION, HAULING, AND SEPARATING - MIXED DEBRIS - COUNTY WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies. Any government land provided shall be reclaimed at the conclusion of the work. This event type requires the development and operation of TDSRS.

EVENT TYPE 6: CATASTROPHIC EVENT - SITE MANAGEMENT - COUNTY WIDE

In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed debris management sites countywide including bum operations. The contractor will be responsible for all necessary traffic control, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Permitting will be in the name of the government agency. Any government land provided shall be reclaimed at the conclusion of the work as described in Section 1.3.

Deliverables:

Upon receipt of a Notice to Proceed letter issued by the County, the following work shall be completed as necessary to remedy the damage and includes but, is not limited to the following:

1.1 Debris Removal

The contractor shall provide all labor, equipment, machines and tools necessary to load and haul eligible disaster-generated debris. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired within 8 hours or replaced with similar equipment within one (1) day. Dawson County, Georgia prefers

the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas throughout Dawson County, Georgia.

The work shall consist of removing any and all “eligible” debris, primarily from the public Right-Of-Way (ROW) of streets and roads, as directed by Dawson County, Georgia. Work will include:

- Examining debris to determine whether or not the debris is eligible vegetative, construction and demolition or other debris,
- Loading the debris,
- Hauling the debris to an approved dumpsite or landfill, and
- Dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum.

Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by Dawson County, Georgia. Dawson County, Georgia may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time or by others. The Contractor shall make as many passes through the designated area as required by Dawson County, Georgia. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval of Dawson County, Georgia.

The Contractor shall use only rubber-tired equipment in the performance of loading and hauling debris. The Contractor shall not use equipment authorized for debris removal under this contract for private work during the working hours designated under this contract. Also, the Contractor’s personnel shall not solicit work from private citizens or others with manpower and equipment designated under this contract.

All debris shall be mechanically loaded and reasonable compacted. “Hand Loading” is not permitted under this contract without the approval of Dawson County, Georgia. The Contractor will be responsible for repairing all damages as a result of negligence. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the contractor's equipment during debris removal. The contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the contractor's equipment or personnel.

The Contractor shall preserve and protect all existing structures, infrastructures, vegetation and etc. on or adjacent to the area of work. The Contractor shall repair or replace with like materials all damaged mailboxes on the same day, which the damage occurred. The

Contractor shall contact the person(s) making claims regarding damages within 2 days of receiving said claim; information such as method of repair and timeline for completion shall be discussed. All damages shall be repaired no later than thirty (30) days after the completion of the debris removal. The contractor shall provide Dawson County, Georgia with a weekly report outlining the status of all damage concerns. Liquidated damages shall be assessed at \$1,000.00 per calendar day for any time over the maximum allowable time established by the contract to make the necessary repairs.

Disaster-related debris shall be separated into clean vegetative, construction and demolition, white metal, hazardous waste, mixed and ineligible debris at the load sites. Hauling of mixed loads will require approval from Dawson County, Georgia prior to loading. Ineligible debris shall be left in place, except those items directed by Dawson County, Georgia.

All stump remnants which are fully disengaged from the ground shall be considered normal vegetative debris regardless of size. The contractor shall remove all disengaged stump remnants from the assigned load site area before moving to another work area unless approved by Dawson County.

- a. Emergency Road Clearance – Removal of debris from the primary transportation routes as directed by the County. In this role the contractor will perform an emergency “PUSH” sufficient to allow emergency vehicles to traverse the roadway. The County will determine route priorities for this push. Additionally, in preparation for an imminent hurricane strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into Dawson County, Georgia. The County will designate roadway priorities for this push.
- b. Debris Removal from Public Property – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way (ROW) as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by the County, it may be necessary to make several trips through a neighborhood as debris is moved to the ROW. In this case the loads will need to be documented separately, per the instructions of the County and the Debris Management Consultant.
- c. Debris Removal from Private Property – Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the County, will accomplish the removal of debris from private property.
- d. White Goods – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the FEMA Disaster Debris Guide. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

- e. Hazardous Tree Stumps – The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the County. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size.
- f. Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the County.

1.2 Debris Processing

- a. Temporary Debris Staging and Reduction Site (TDSRS) – The Debris Management Team will determine the minimum number of sites required for each storm event. The County will designate debris management sites. The Contractor and the County will jointly select these sites, at the beginning of the storm season. Preparation, maintenance and operation of these TDSRS facilities are entirely the Contractor's responsibility. The Contractor may also lease/own, prepare and maintain additional TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The Contractor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights-of-way or other entity owned property could be provided for temporary storage of debris.
- b. TDSRS Debris Removal Operations Plan and Environmental Protection Plan – This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans will also include pre and post-video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the Contractor will provide a Site Management Plan.

One (1) original, three (3) hard copies and one (1) soft/electronic copy of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Access to site
- Site preparation – clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower

- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
 - Location of existing structures or sensitive areas requiring protection
 - Restoration of Site
- c. All debris shall be processed in accordance with local, State and Federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- d. Generated Hazardous Waste Abatement – Abatement of hazardous waste identified by the County in accordance with all applicable Federal, State, and local laws, standards and regulations.
- e. Debris Disposal – Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards and regulations. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to the Debris Management Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.
- f. Assist Debris Management Consultant in the following:
- Monitoring multiple contractors and multiple trucks delivering materials to the TDSRS.
 - Verify that each truck that delivers to the TDSRS matches its manifest ticket – truck and maximum capacity.
 - Make sure truck is properly covered when arriving at the TDSRS.
 - Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
 - Maintain manifest tickets in an organized manner for proper record review and storage.
 - Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load.
 - Document location of origin of debris.
 - Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements.
 - Remain in contact with the central office/staging operation command center.
 - Perform other duties as directed by County personnel, e.g. conduct final inspections and issue closeout reports.

- g. TDSR Sites: The following sites have been identified as TDSR sites in Dawson County, Georgia.

Across from Rock Creek Park: 34 degrees 21' 51" N, 84 degrees 7' 13" W

Dawson County Transfer Station: 34 degrees 26' 23" N, 84 degrees 7' 9" W

1.3 Documentation and Records

- a. Documentation and Inspections – Storm debris shall be subject to inspection by the County and their Debris Management Consultant. Inspections will be to ensure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor, the County and Debris Management Consultant will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Debris Management Consultant will coordinate data recordation and information management systems, including but not limited to:
- Prepare detailed estimates and submit to FDEM, FHWA and FEMA for use in Project Worksheet preparation.
 - Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
 - Provide daily, weekly or other periodic reports for Dawson County, Georgia managers and the Debris Management Consultant, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

The Contractor shall provide all requested information to the Debris Management Consultant that is necessary for proper documentation. County employees shall review all documentation prior to submittal. The Contractor will work closely with the FDEM, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Management Consultant will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.

- b. Documentation and Recovery Process – The Contractor will provide the following assistance in addition to debris removal:
- Recovery process documentation – create recovery process documentation plan.
 - Maintain documentation of recovery process.
 - Provide written and oral status reports as requested to the County Debris Management Consultant.
 - Review documentation for accuracy and quantity.
 - Assist in preparation of claim documentation.

- c. TDSRS Site Reclamation – Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Contractor’s Debris Removal Operations Plan and Environmental Protection Plan.

1.4 Work Areas

- a. Work Areas – The County will establish and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land and TDSRS. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt and grading may be required to achieve the desired condition.
- b. Working Hours – All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours, seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to the County’s approval. County approval shall consider safety and impacts to surrounding land uses such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.
- c. Priority of Work Areas – The County will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. There will be certain debris that is not picked up by equipment, machinery and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the County.
- d. Safety – The Contractor shall have at least one Safety Officer on duty at all times. The Safety Officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to certification in the Department of Transportation Maintenance of Traffic Standards. All work zones shall conform to standards and all work sites/conditions shall conform to all applicable Federal, State and local safety standards.

1.5 Public Notices

- a. The Contractor shall provide weekly public notices of the debris removal schedule. The Contractor shall advertise these notices in the Sunday additions of two (2) local major newspapers and shall be of sufficient size to be easily seen by readers.

- b. The Contractor shall also advertise these notices on two (2) local major radio stations, which have markets in Dawson County, Georgia. The radio announcements shall be aired a minimum of four (4) times daily during the period with peak listeners for a minimum of thirty (30) seconds each and be run a minimum of three (3) days per week.
- c. All public notices must be approved by Dawson County, Georgia prior to release. The notices shall contain a description of the work, how debris should be placed on the right of way, what is eligible debris, and the schedule for removal.

Dawson County Responsibilities:

When a major disaster occurs or is imminent, the County will contact the firm(s) holding Debris Removal and Disposal Contract(s) to advise them of the County's intent to activate the contract(s). Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, rights-of-way, municipal properties and facilities, and other public sites. At the County's request, debris removal may be extended to include pickup from private roads. If authorized, the successful proposer must have the capability to separate private property debris removal activities from public debris removal activities.

The County will issue the successful proposer a written Notice to Proceed (and when possible, a Purchase Order) for each invocation of a service(s). The issuance of the Notice to Proceed will allow the contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The contractor will also begin coordination with County Emergency Management personnel. This may include staffing or preparing reports for the Emergency Operation Center.

Household Hazardous Waste (HHW) encountered by the debris removal Contractor is to be set aside. HHW disposal will be the responsibility of the resident. The County will designate HHW drop-off locations.

The following items are considered HHW for the purpose of this contract:

- Used Oil
- Batteries
- Paint
- Aerosol spray cans
- Pesticides
- Antifreeze
- Fluorescent light bulbs
- Propane tanks (household size)

Putrescible garbage will be collected by County or commercial waste haulers and is not to be collected or transported by Contractor forces **unless** the garbage is a part of a mixed waste stream including debris from the disaster.

Dawson County Animal Control will accept dead animals and have them transported to the local Landfill. **If** in the event that the landfill **cannot** accept deceased animals because they cannot be properly stored, the Contractor **will** take the responsibility to haul the dead animal to the closest landfill that will accept the lifeless animals.

Notice of Award

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

Notice to Proceed

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

Weather days

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

Liquidated Damages

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

Invoicing

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

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

Pricing

1. Submissions must use returned on the Proposer's Price Proposal Form as provided within this RFP.

2. If submitting an alternate, use the form provided clearly labeled as alternate. Make additional copies as needed. Failure to comply may result in disqualification.

Administration

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

Permits and Licensing

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

E. QUALIFICATIONS/RESPONSE FORMAT OUTLINE

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

Tab A - Company Ability, Background and Structure

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

At a minimum the proposal should include the following information:

- Organizational Chart
- Information describing company's technical and construction capabilities
- Training and experience (list all certifications)
- Equipment resources (company versus sub-contractor owned)
- List of sub-contractors
- Capacity and Plan for mobilization
- Local participation in the Contractor's plan (provide a sub-contracting plan)
- Sample of sub-contracting contracts

- Ability to track and record all work for invoices and auditing purposes
- Other unique services your company can provide

Tab B – Company Experience and Past Performance

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

The following information for each reference shall be listed:

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

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

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

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

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

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

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

Tab C - Identification of all Contracted Personnel

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

Tab D - Qualifications of Key Team Members

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

The information shall be brief and include the following:

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

Tab E - Approach to Scope of Work

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

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

The contractor shall provide a complete scenario for the various scopes of work and scenarios of different types of events. Each scenario will include how the work will be accomplished, the quality control, how FEMA requirements will be met. Include the operational processes for the debris reduction sites. The contractor should identify the resources they will mobilize for each scenario and state their commitment and timeframe to deploy these resources when called upon.

At a minimum, proposals must address:

- A description of the individual/firm's organizational approach to the project.
- This portion of the Proposal shall state how the individual/firm proposes to achieve the required outcomes through goals, objectives, policies and programs. It shall also indicate how the final projects will be organized, formatted and presented.
- A description of the individual/firm's understanding of the scope and challenges of the project; The Proposer's approach to selection of materials and systems, including how such selections impact project cost (**BUT DO NOT INCLUDE ANY DOLLAR AMOUNTS IN THIS PORTION**), project delivery dates, and other matters.
- The approach shall also illustrate (through examples of relevant experiences in similar projects) how the individual/firm will successfully maintain an effective line of communication throughout the process.
- Address all tasks in the scope of work, providing detailed information on all work tasks required to complete the project within the performance period. Include a statement of understanding of work involved, particularly regarding the level of effort required for any portion of the Plan and its update.
- Summary description of assurance program.
- Identification of code compliance concerns and plan for interaction with code officials.
- Plan for achieving timely project close out.
- The individual/firm shall submit a detailed bar-chart schedule for completion of the project, the securing of the Dawson County staff's approvals of plans, as well as tracking major activities and milestones including project closeout. The bar chart schedule shall be accompanied by a written narrative indicating the individual/firm's approach and methodology for executing the Project. The narrative shall address topics relevant to the performance and completion of the project that may include, without limitation, the following: identification of schedule concerns and constraints (e.g., permitting issues, labor and material availability, winter weather conditions) and plan for completion of the project in accordance with the County's proposed date for contract completion.

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

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

Tab F - References

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

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

Tab G - Financial Stability

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

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

Tab H - Business Litigation

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

Tab I – Management Plan

Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in the amount shown below. The plan should include items such as; number and locations of TDSR sites, minimum size, type and numbers of

hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris. At a minimum this should include:

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

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

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

The proposal should include construction drawings for temporary inspection towers.

Tab J – Required Solicitation Forms

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

Tab K - Financial Proposal

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

F. EVALUATION PROCESS

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

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

-Evaluation Weight to Follow-

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

Chart 2

Presentations

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

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

G. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing via email and directed to the Dawson County Purchasing Manager. All answers shall be communicated in the form of an addendum and posted on the County’s website under the bid information; all individuals/firms responding to this RFP should check the website before responding to this RFP.

2. All respondents to this RFP shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an

invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any proposer submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

3. The RFP is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Dawson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. In case of failure to deliver goods or services in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the Consultant responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.
6. By submitting a proposal, the proposer is certifying that they are not currently debarred from bidding on contracts by any entity of the State of Georgia or the Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any entity of the State of Georgia or the Federal Government.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then Consultant shall comply with applicable federal, state, and local laws and regulations.
8. It is understood and agreed between the parties herein that Dawson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

H. BONDS

Bid Bond- **\$15,000.00**

Payment Bond – **100% - of contract amount, due within 10 days of notice to proceed**

Performance Bond – 100% - of contract amount, due within 10 days of notice to proceed

Language will be included to ensure indemnity of the County for the payment bond to be received within ten days of the contract being activated. These bonds may decrease or increase depending on the cost of the specific project in which the Contractor is enacted.

NOTE: FEMA states that local recipients/sub-recipients are to follow its bidding policy. The County ordinance and Georgia law states that payment and performance bonds are required for all Public Works and Highway/Bridges contracts. Public Works contracts include any work on government-owned and maintained property to include, repairs, maintenance, etc.; hence, the bonds requirements for this contract. FEMA specifically only requires bonds on “construction” and/or “facility” scope of work.

I. FINAL SELECTION

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

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

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

SECTION III – GENERAL TERMS

INDEX

- | | |
|------------------------------|---|
| 01. Definitions | 02. Royalties and Patents |
| 03. Permits and Regulations | 04. Verbal Agreements |
| 05. Lands for Work | 06. General Warranty and Guarantee |
| 07. Bonds | 08. Contractor's Insurance |
| 09. Liens | 10. Assignment |
| 11. Joint Venture Contractor | 12. Successor's Obligations |
| 13. Business License | 14. Obligations and Liability of the Contractor |

15. Responsibilities of the Contractor
17. Plans, Specifications and Design
19. Ownership of Drawings
21. Division of Specifications and Drawings
23. Materials, Appliances & Employees
Name
26. Inspection and Testing of Materials
28. Rights of Various Interests
30. Sub-contractors
32. Construction Schedule and Procedures
34. Entry
36. Completion of Punch List
38. Authority of Engineer/Architect
40. Interpretation of Specifications &
Drawings
42. Material, Equipment and Workmanship
44. Project Meetings
46. Construction Schedule
48. Material and Equipment Specified
50. Requests for Substitution
52. Product Data
54. Record Drawings
56. Protection of the Owner's Property
58. Lot Corners
60. Equal Employment Opportunity
62. Maintenance During Construction
64. Compensation
66. Accidents
68. Sanitary Provisions
70. Cleaning Up
72. Water Supply
74. Progress Payments
76. Use of Completed Portions
78. Payments Withheld
16. Compliance with Laws
18. Drawings Furnished
20. Reference Standards
22. Order of Completion
24. Survey Information
25. Not Applicable for this RFP Contract.
27. Substantial Completion
29. Separate Contracts
31. Access
33. Project Management
35. Preservation and Restoration
37. Authority of Contractor
39. Owner-Contractor Coordination
41. Discrepancies in Specifications &
Drawings
43. Compliance with Contract Requirements
45. Overtime and Shift Work
47. Quality
49. Submittal Procedure
51. Manufacturer's Directions
53. Operation and Maintenance Information
55. Protection of the Public and Property
57. Maintenance of Traffic
59. Existing Utilities
61. Material Delivery, Handling and Storage
63. Emergencies
65. Safety and Health Regulations
67. Load Limits
69. Construction Buildings
71. Electrical Energy
73. Environmental Impact
75. Measurement and Payment
77. Payments Withheld Until Final Acceptance
79. Contract Time

- | | |
|--|---|
| 80. Omissions | 81. Differing Site Conditions |
| 82. Changes in Work | 83. Force Account and Extra Work |
| 84. Claims for Extra Cost | 85. Correction of Work Before Final Payment |
| 86. Liquidated Damages | 87. Suspension or Abandonment of Work |
| 88. Termination of Contract | 89. Contractor's Right to Stop Work |
| 90. Disputes Resolution | 91. Removal of Equipment |
| 92. Laws of Georgia | 93. Quantity Variance Reserve |
| 94. Contract Work Hours and Safety Standards Act | 95. Clean Air Act and The Federal Water Pollution Control Act |
| 96. Debarment and Suspension | 97. Byrd Anti-Lobbying Amendment |
| 98. Procurement of Recovered Materials | 99. Access to Records |
| 100. DHS Seal, Logo and Flags | 101. Compliance with Federal Law, Regulations and Executive Orders |
| 102. No Obligation by Federal Government | 103. Program Fraud and False or Fraudulent Statements or Related Acts |

01 - Definitions

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

Acceptance

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

Act of God

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

Addenda

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

Bid

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

Bidder

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

Contract

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

Contract Documents

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

Contract Drawings

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

Contract Price

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

Contract Time

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

Contractor/Consultant

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

Contractor/Construction Crew/Proposer Plant and Equipment

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

Owner's property except in the area designated for construction. The General Contractor shall see that this restriction is enforced.

Contract Technical Representative

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

County
Owner

County Employee

An employee of Dawson County subject to its personnel policies

Contractor

The successful Proposer(s)

Day

Calendar day.

Debris

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

Debris Management Consultant

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

Debris Management Team

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

Defective

An adjective which when modifying the word "work" refers to work, including but not limited to the furnishing of materials, that is unsatisfactory, faulty, deficient or performed in a non-workmanlike manner, in that it does not conform to or meet the requirements of the contract, any inspection, reference standard, test or approval referred to in the contract, or has been damaged prior to a recommendation of final payment.

Direct

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

Directive

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

Equipment

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

FEMA – Federal Emergency Management Agency.

FHWA – Federal highway Administration

Fee

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

Furnish

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

Herein

Refers to information presented in the project manual.

Holidays

Legal holidays designated by the Owner.

Install

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

May

Refers to permissive actions.

Owner

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

Person

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

Principal

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

Project

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

Proposal

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

Proposer

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

Provide

Furnish and install, complete in place.

Shall

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

Shown

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

Specifications

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

Specify

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

Submittals

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

Substantial Completion

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

Substantial Completion Date

Date shown on the certificate of Substantial Completion.

TDSRS

Temporary Debris Staging & Reduction Sites

Will

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

Work

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

02 - Royalties and Patents

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

03 - Permits and Regulations

The Contractor shall obtain and pay for all construction permits, licenses, and easements of a temporary nature necessary for the prosecution of the work. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. The Contractor shall pay all charges of utility owners for connections to the work, and Owner shall pay all charges of such utility owners for capital costs related thereto. (See the table of "Required Permits" located in the "Project Technical Specifications- Special Conditions")

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

04 - Verbal Agreements

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

05 – Lands of Work

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

06 - General Warranty and Guarantee Against Defective Work

Not applicable to this RFP Contract.

07 - Bonds

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

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

08 – Contractor’s Insurance

A. Liability

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

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

B. Indemnity

To the fullest extent permitted by laws, statutes, rules and regulations, the CONSULTANT shall indemnify and hold harmless the County and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of Engineer/Architects, architects,

attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the A & E, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

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

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

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

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

09 – Liens

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

10 - Assignment

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

11 - Joint Venture Contractor

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

12 - Successors' Obligations

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities obtained in the Contract Documents shall be read and held as made by and with, and granted to an imposed upon, the Consultant and the Owner and their respective heir, executors, administrations, successors and assigns.

13 - Business License

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

14 - Obligations and Liability of the Contractor

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

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

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

He shall in no way be relieved of his responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders. The Consultant shall bear all losses resulting

to him or to the Owner, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Consultant shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

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

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

15 – Responsibilities of the Contractor

A. Sub-contractors

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

B. Proposer Employees

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

C. Payment for Labor and Materials

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

D. Attention to Work

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

E. Employee Safety

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

F. Public Safety and Convenience

The Contractor shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner. Fire hydrants on or adjacent to the work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways, and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

G. Cooperation with the Debris Management Consultant

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

16 - Compliance with Laws

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

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

17 - Plans, Specifications, and Design

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

18 – Documents Furnished

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

19 - Ownership of Documents

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

20 - Reference Standards

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

21 – Division of Specifications and Drawings

Not applicable to this RFP Contract.

22 - Order of Completion

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

23 - Materials, Appliances & Employees

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

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

24 - Survey Information

Not applicable to this RFP Contract.

25 - Project Completion

Not applicable to this RFP Contract.

26 - Inspection and Testing of Materials

Not applicable to this RFP Contract.

27 - Substantial Completion

Not applicable to this RFP Contract.

28 - Rights of Various Interests

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

29 - Separate Contracts

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

30 - Sub-contractors

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

31 - Access

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

32 - Construction Schedule and Procedures

Not applicable to this RFP Contract.

33 - Project Management

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

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

34 - Entry

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

35 - Preservation and Restoration

The Contractor shall use every precaution to prevent damage or destruction of buildings, poles and shrubbery. Throughout the performance of the work, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other Contractors (if any) or to the Owner. In a case of dispute, the Owner may remove the rubbish and surplus materials or perform restoration work and charge the cost to the Contractor.

36 - Completion of "Punch List" Items

Not applicable to this RFP Contract.

37 - Authority of Consultant

Consultant Representative

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

Construction Procedures

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

38 - Authority of Consultant (Continued)

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

39 - Owner-Consultant Coordination

Service of Notice

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

Suggestions to Consultant

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

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

Cooperation

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

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

40 – Interpretation of Specifications and Drawings

Not applicable to this RFP Contract.

41 - Discrepancies in Specifications and Drawings

Not applicable to this RFP Contract.

42 - Material, Equipment and Workmanship

Not applicable to this RFP Contract.

43 – Demonstration of Compliance with Contract Requirements Inspection

Not applicable to this RFP Contract.

44 - Project Meetings

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

45 - Overtime and Shift Work

Not Application to this RFP Contract

46 - Construction Schedule

Scope

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

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

Description

Not applicable to this RFP Contract.

Submittal Procedures

Not Applicable for this RFP Contract.

Schedule Revisions

Not applicable to this RFP Contract.

47 - Quality

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

48 - Material and Equipment Specified By Name

Not applicable for this RFP Contract.

49 – Submittal Procedure

General

Not applicable to this RFP Contract.

Proposer Responsibilities

Not applicable to this RFP Contract.

Transmittal Procedure

General

Not applicable to this RFP Contract.

50 - Requests for Substitution

Not applicable for this RFP Contract.

51 - Manufacturer's Directions

Not applicable for this RFP Contract.

52 - Product Data

Not applicable for this RFP Contract.

53 - Operation and Maintenance Information

Not applicable for this RFP Contract.

54 - Record Drawings

Not applicable to this RFP Contract.

55 - Protection of the Public and Property

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

56 – Protection of the Owner’s Property

57 - Maintenance of Traffic and Sequence of Operation

General – The following requirements will apply:

The work shall be arranged and conducted so that it can be performed with the least interference to all vehicular and pedestrian traffic.

No property owner shall be denied vehicular access to his property for any length of time, other than that, as determined, by the Engineer/Architect, is absolutely necessary.

Two-way traffic must be maintained on all public roads and streets, except that during periods of off-peak use, one-way traffic, properly controlled by flagmen, will be permitted at the discretion of the Engineer/Architect. Each time that there is to be a change in the number of lanes open to traffic, this shall be reviewed by the Engineer/Architect and approved by the Owner.

The Owner may approve detours around construction when one lane traffic open is impossible.

Trenches shall be opened for only the amount of pipe that can be laid in one (1) calendar day plus 200 feet. Trenches shall be backfilled and compacted as soon as the pipe is laid. Where access to parking lots is to be denied, the Contractor

shall advise each property owner one (1) calendar day in advance of the time the parking lot(s) will be inaccessible.

As a minimum, all signage, lane or street closings, and detours shall be accomplished in accordance with the current revision of the Federal Manual of Uniform Traffic Control Devices latest edition, and Supplements, for design, dimensions, materials, colors, use and placement; state and local laws, rules and regulations apply.

Materials Required

Portable Advance Warning Sign – These signs shall conform to the requirements of Manual on Uniform Traffic Control Devices latest edition, and the Supplements, for design, dimensions, materials, colors use and placement.

Fluorescent orange cap, vest and flag for flagmen. Fluorescent orange traffic cones, 24” high.

Placement and Erection

The advance warning signs shall be placed ahead of construction in accordance with the Construction Section of Manual on Uniform Traffic Control Devices, current edition.

Flagmen, equipped with fluorescent orange cap, vest and flag, will be provided by the Contractor and placed. Traffic cones shall delineate the full length of the lane closure, including transitions.

In order to provide the greatest possible convenience to the public, the Contractor shall remove all lane closure markings and devices immediately when closure work is completed or temporarily suspended for any length of time.

Safety

The Contractor performing the work shall be responsible for the erection and maintenance of all traffic control devices during construction.

At the end of work each day, the Contractor shall remove all equipment, tools, and any other hazards in the traveled portion of the roadway.

When construction necessitates suspension of an existing traffic signal operation, the Contractor shall furnish an off-duty police officer to regulate and maintain traffic control at the site.

Enforcement

In the event that compliance with these measures is not achieved, the Engineer/Architect or Owner may shut-down all operations being performed. The Engineer/Architect or Owner shall also withhold any payments due, until the above requirements have been met. At any time during the course of the work, the Engineer/Architect or Owner may at their discretion and by whatever means necessary, correct any situation that they may deem hazardous to the health and welfare of the public. Work, performed by the

Engineer/Architect or Owner or by any entity enlisted by the Engineer/Architect or Owner, to correct situations of public hazard shall be deducted from monies due the Contractor.

Compensation

There will be no separate pay item for maintenance of traffic or for coordination of the Sequence of Operations.

58 - Lot Corners

Not applicable to this RFP Contract.

59 – Existing Utilities

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

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

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

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

The Contractor shall familiarize himself with and comply with the provisions of O.C.G.A. Section 25-9-1 et. seq. If any public or private utility lines, pipes, facilities, or structures are damaged or

broken by the operations of the Contractor as a result of being disturbed, exposed or unsupported, the Contractor shall be responsible for the complete and prompt restoration of the same and shall indemnify and hold the Owner, its officers, employees and agents harmless from any claims or causes or action for damage and for any liability which may arise therefrom.

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

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

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

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

The Architect will coordinate the proposed interruption service with the Owner and notify the Contractor of approval or disapproval of the proposed interruption and the restrictive conditions connected therewith. The Contractor is solely responsible to coordinate with and notify the Local Utility Company. The Contractor shall not cause any interruption without the approval of the Owner or Utility.

60 - Equal Employment Opportunity

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

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

61 - Material Delivery, Handling, and Storage

Not applicable to this RFP Contract.

62 - Maintenance During Construction

Not applicable to this RFP Contract.

63 - Emergencies

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

64 - Compensation

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

65 - Safety and Health Regulations

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

66 - Accidents

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

67 - Load Limits

Not applicable to this RFP Contract.

68 – Sanitary Provisions

Not applicable to this RFP Contract.

69 - Construction Buildings

Not applicable to this RFP Contract.

70 - Cleaning Up

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

71 - Electrical Energy

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

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

72 - Water Supply

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

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

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

73 - Environmental Impact

Use of Chemicals

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

74 - Progress Payments

Not applicable to this RFP Contract.

75 - Measurement and Payment

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

76 - Use of Completed Portions

The Owner may, at any time during progress of the work, after written notice to the Consultant, take over any completed portions of the work which are ready for use, although the entire work of

the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portions which may not be expired.

77 – Payments Withheld Prior to Final Acceptance

Not applicable to this RFP Contract.

78 - Payments Withheld

Not applicable to this RFP Contract.

79 - Contract Time

General

Not applicable to this RFP Contract.

Construction Schedule

Not applicable to this RFP Contract.

Delays

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

80 – Omissions

Not applicable to this RFP Contract.

81 - Differing Site Conditions

Not applicable to this RFP Contract.

82 - Changes in Work

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

83 - Force Account and Extra Work

Not Applicable for this RFP Contract.

84 - Claims for Extra Cost

Not Applicable for this RFP Contract.

85 - Correction of Work Before Final Payment

Not Applicable for this RFP Contract.

86 - Liquidated Damages

Not applicable to this RFP Contract.

87 - Suspension or Abandonment of Work

Suspension of Work

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

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

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

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

Abandonment of Work

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

88 - Termination of Contract

Termination for Convenience of Owner

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

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

Default Termination

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

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

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

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

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

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

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

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

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

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

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

or

If, after the Consultant has been terminated for default pursuant to paragraph two (2), it is determined that none of the circumstances set forth paragraph two (2) exist, then such termination shall be considered a termination of convenience pursuant to paragraph one (1). If the Owner terminates this agreement for any of reasons enumerated in paragraph two (2), then the Owner may take possession of the site and of all documents, materials,

equipment, tools, construction equipment and machinery thereon owned by the Consultant and may finish the work by whatever method the Owner may deem expedient. In such case, the Consultant shall not be entitled to receive any further payment until the work is finished.

Allowable Termination Costs

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

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

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

General Termination Provisions

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

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

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

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

Assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the right, title and interest of the Consultant under the orders and subcontracts so terminated, in which

case the Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

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

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

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

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

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

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

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

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

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

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

Any claim which the Owner may have against the Consultant;

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

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

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

89 - Proposer Right to Stop Work or Terminate Contract

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

90 – Disputes Resolution

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

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

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

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

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

91 - Removal of Equipment

Not Applicable for this RFP Contract.

92 - Laws of Georgia

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

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

93 – Quantity Variance Reserve

Not Applicable for this RFP Contract.

94- Contract Work Hours and Safety Standard Act

29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act. (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such

liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

95- Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

96-Debarment and Suspension

Suspension and Debarment 1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). 2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a

requirement to comply with these regulations in any lower tier covered transaction it enters into. 3. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

97- Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

98-Procurement of Recovered Materials

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— a. Competitively within a timeframe providing for compliance with the contract performance schedule; b. Meeting contract performance requirements; or c. At a reasonable price. 2. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

99-Access to Records

The following access to records requirements applies to this contract:

1. The Contractor agrees to provide Dawson County Government, contract administrator, project manager or any other designated employee, the FEMA Administrator, the Comptroller General of the

United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. 3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. 4. In compliance with the Disaster Recovery Act of 2018, the Dawson County Government and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

100-DHS Seal, Logo and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

101-Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

102-No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

103-Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

-End of This Section-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
VENDOR'S CHECKLIST**

Company Name: _____

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

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

Authorized Signature

Title

Print Name

Date

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



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S INFORMATION FORM**

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

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



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET A)**

COMPANY NAME: _____

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

Category	Field Name & Description	Unit	Cost per Unit
Vegetative Collect & Haul	0-15 Miles Veg from Rights-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and removal for haul distance up to 15 miles</i>	CY	
	16-30 Miles Veg from ROW to DMS <i>Vegetative collect and removal for haul distance between 16-30 miles</i>	CY	
	31-60 Miles Veg from ROW to DMS <i>Vegetative collect and removal for haul distance between 31-60 miles</i>	CY	
	60+ Miles Veg from ROW to DMS <i>Vegetative collect and removal for haul distance 60+ miles</i>	CY	
	Single Price Veg from ROW to DMS <i>A single price Vegetative collect and removal for any haul distance</i>	CY	
Management & Reduction	Grinding <i>Grinding/chipping vegetative debris</i>	CY	
	Air Curtain Burning <i>Air curtain burning vegetative debris</i>	CY	
	Open Burning <i>Open burning vegetative debris</i>	CY	
	Compacting <i>Compacting vegetative debris</i>	CY	
	Debris Management Site Management <i>Preparation, management, and segregating at debris management site</i>	CY	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET B)**

COMPANY NAME: _____

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

C&D Collect and Haul	0-15 Miles C&D from ROW to DMS <i>C&D collect and removal for haul distance up to 15 miles</i>	CY	
	16-30 Miles C&D from ROW to DMS <i>C&D collect and removal for haul distance between 16-30 miles</i>	CY	
	31-60 Miles C&D from ROW to DMS <i>C&D collect and removal for haul distance between 31-60 miles</i>	CY	
	60+ Miles C&D from ROW to DMS <i>C&D collect and removal for haul distance 60+ miles</i>	CY	
	Single Price Veg from ROW to DMS <i>A single price C&D collect and removal for any haul distance</i>	CY	
Final Disposal	0-15 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 0-15 miles</i>	CY	
	16-30 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal between 16-30 miles</i>	CY	
	31-60 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal between 31-60 miles</i>	CY	
	60+ Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal for 60+ miles</i>	CY	

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

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER’S PRICE PROPOSAL FORM (SHEET C)**

COMPANY NAME: _____

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

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

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

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET D)**

COMPANY NAME: _____

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

Specialty Removal	Vessel Removal (land) <i>Removal of eligible vehicle</i>	LF	
	Vessel Removal (marine) <i>Removal of eligible vehicle from waterway</i>	LF	
	Carcass Removal of debris that will decompose (animals and organic fleshy matter)	Pound	
	ROW White Goods Removal <i>Pick up and haul of white goods to disposal site</i>	Unit	
	Freon Management <i>Freon management and recycling</i>	Unit	
	Demolition of Private Structure	CY	
	Electronic Waste Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors and televisions.	Unit	
	Silt Removal	CY	
	Putrescent Removal <i>Removal of debris that will decompose or rot (animals and organic fleshy matter)</i>	Pound	
	Biowaste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)</i>	Pound	
	Houeshold Hazardous Waste (HHW) <i>HHW removal and disposal</i>	Pound	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET E)**

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

Tree Operations	Hazardous Tree 6" - 12" <i>Hazardous tree removal for a 6"-12" trunk diameter</i>	Tree	
	Hazardous Tree 13" - 24" <i>Hazardous tree removal for a 13"-24" trunk diameter</i>	Tree	
	Hazardous Tree 25" - 36" <i>Hazardous tree removal for a 25"- 36" trunk diameter</i>	Tree	
	Hazardous Tree 37" - 48" <i>Hazardous tree removal for a 37"- 48" trunk diameter</i>	Tree	
	Hazardous Tree 49"+ <i>Hazardous tree removal for a 49"+ trunk diameter</i>	Tree	
	Trees with Hazardous Limbs >2" <i>Hazardous hanging limb removal</i>	Tree	
	Hazardous Stumps > 24" - 36" <i>Hazardous stump removal for a 24" - 36" stump diameter</i>	Stump	
	Hazardous Stumps > 37" - 48" <i>Hazardous stump removal for a 37" - 48" stump diameter</i>	Stump	
	Hazardous Stumps > 49"+ <i>Hazardous stump removal for 49+" stump diameter</i>	Stump	
	Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	CY	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET F)**

COMPANY NAME: _____

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

Restoration	Beach/Lake Restoration <i>Berm/Beach Construction</i>	CY	
	Canal Shoreline Restoration (if applicable)	LF	

OPTION YEARS

ACROSS THE BOARD INCREASE EXPRESSED IN PERCENTAGE

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

**ADDITIONAL PRICING REQUEST FOR DISASTER RELATED SERVICES
DAWSON COUNTY, GEORGIA
RFP #406-22**

THE FOLLOWING ARE SERVICES THE COUNTY MAY UTILIZE. THE FEES FOR THESE SERVICES WILL NOT BE INCLUDED IN THE TOTAL FEE CALCULATION FOR THE DEBRIS REMOVAL & DISPOSAL AWARD.

This list is not comprehensive. You are free to add any additional, items, services, etc. including costs, that you feel the County may need in the event of a disaster. Add additional pages as required.

Force account work will be paid by applying the Georgia DOT Force Account Guideline for payment. (DOT Manual Section 109.05 EXTRA WORK)

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET G)**

COMPANY NAME: _____

Item	Description	Unit of measure/cost
1.	PROVISION OF CERTIFIED SCALES AT DESIGNATED DEBRIS SITES FOR MONITORING OF TRUCK/LOAD WEIGHTS. (Scales shall be certified, capable of weighing large trucks on a continual basis (small portable scales will not withstand this usage),, at debris sites to monitor truck weights when required by the GOVERNMENT and/or method of paying is weight.)	
2.	ENVIRONMENTAL DAMAGE ASSESSMENTS AND RECOMMENDATIONS FOR REMEDIATION.	
3.	PERSONAL PROTECTIVE EQUIPMENT	
	Level A employee fully encapsulated suit, SCBA, 1 SCBA bottle, gloves and boots (Does not include suite, glove or boot replacement.)	
	Level B employee protective coverall, SCBA or Airline respirator, gloves, boots, and hard hats (Does not include coverall or glove replacement.)	
	Level C employee protective coverall, half or full face respirator, cartridges, gloves, boots and hard hats. (Does not include coverall, cartridge, or glove replacement.)	
	SCBA bottles refill-after the first included in level A & B charges	
	Cascade air system per employee	
	Air filtration panel	
	Airline respirator each including 150 ft of airline	
	Respirator airline 50 ft section	
	Respirator cartridges	
	Level A suit-Kappler responder or equal	
	Level B suit-Kappler responder or equal	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET H)**

COMPANY NAME: _____

	Tyvek	
	Proshield	
	Saranex	
	Acid suit	
	Rain suit	
	Neoprene gloves	
	Nitrile gloves	
	Silvershield gloves	
	PVC gloves	
	Cotton or latex gloves	
	Leather work gloves	
	PVC Boots (Hazmat)	
	Boot covers	
	Hearing protection	
	High hazard personnel decontamination	
	Low hazard personnel decontamination	
	Portable eyewash station	
	First Aid Station	
	Personnel retrieval system	
	Personnel retrieval harness	
3.	MONITORING/SAMPLING EQUIPMENT	
	Combustible gas indicator	
	Toxic gas detector	
	Hazmat kit	
	Detector tubes	
	Ph paper	
	Spill classifier	
	Personnel air sampling pump	
	Asbestos bulk sample	
	Hand augur	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET I)**

COMPANY NAME: _____

4.	MISCELLANEOUS EQUIPMENT	
	Portable light stand	
	4000-5000 watt generator	
	Electrical cord section (50 ft)	
	Spike Bar	
	Airless sprayer	
	Pressure washer	
	Water Hose section (garden)	
	Cutting torch	
	Wire welder	
	Air blower	
	HEPA Vac	
	Barrel cart	
	Wheelbarrow	
	Oil dry spreader	
	Traffic control vests, cones, flags, barrels, etc.	
	Drill with bits	
	Grounding cable and rod	
	Circular saw	
	Hand tools per employee. Shovels, scoops, brooms, rakes, hoes, etc.	
	Tool kit hammers, pliers, screwdrivers, pipe wrench, socket, channel locks.	
	Step ladders	
	Extension ladders	
	Photographic equipment	
	Port a john	
	Flashlights	
	Handheld radios	
	Decontamination charge for all vehicles and equipment	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET J)**

COMPANY NAME: _____

5.	MATERIALS/DISPOSABLES	
	5'x10' absorbent boom-petroleum	
	8"x10' absorbent boom-petroleum	
	3"x12' absorbent boom-universal	
	Absorbent pads bundle-petroleum	
	Absorbent pads bundle-universal	
	Absorbent clay bag	
	Oil dry	
	Peat moss	
	Vermiculite	
	Soda ash bag	
	4 mil 20x100 polyethylene	
	6 mil 20x100 polyethylene	
	6 mil bags	
	Duct tape	
	55-gallon drums	
	55 gallon drum liners 10 mil.	
	Fiber drums	
	30 gallon poly overpack	
	95 gallon poly overpack	
	DOT hazardous waste labels	
	Fire extinguisher	
	Caution/Hazard Tape	
	Respirator wipes	
	Kappler tape	
6.	FREON RECOVERY	
	Refrigerators/Freezers/Window air conditioning units	
	Industrial Air Conditioning unit	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET K)**

COMPANY NAME: _____

7.	GENERAL PROCUREMENT AND LOGISTICS. ALL ITEMS SHALL BE PURCHASED, MANAGED, WAREHOUSED AND DELIVERED	
	Packaged ice-delivered	
	Unloading/Transloading at delivery site	
	Daily cold storage (40 ft container rental)	
	Bottle water-delivered	
	Unloading/Transloading at delivery site	
	Daily Dry storage (40 ft container rental)	
	Meals Ready to Eat	
8.	MEDICAL STATION (Provide fully staffed & operational, 24/7 medical station to provide outpatient health services except for x-rays. Services to be provided under tentage or in a building if available.)	
9.	TEMPORARY HOUSING, OFFICES & SUPPORT FACILITIES include all associated costs	
	8X20 galley	
	8X20 storage	
	8x20 bunkhouse w/out bath	
	8x20 bunkhouse	
	8x40 galley/diner with all commercial equipment	
	8x40 diner	
	8x40 bunkhouse	
	8x40 office	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET L)**

COMPANY NAME: _____

8x40 laundry w/4 washers, 6 dryers & storage	
8x40 storage	
8x40 bathroom facilities	
8x8 office	
8x8 log unit	
8x8 4 man emergency quarters	
8x8 to 8x10 grocery box	
8x10 medical treatment center	
8x10 laundry with 2 washers & 3 dryers	
8x10 mud lab	
8x10 office	
8x20 office	
8x20 bunkhouse w/bathroom	
8x20 lounge	
8x20 mud lab	
8x20 medical treatment center	
8x20 laundry with 3 washers & 4 dryers with storage	
10x20 galley/diner	
10x20 bunkhouse	
10x20 office	
10x32 galley with all commercial equipment	
10x32 diner	
10x32 laundry with 4 washers, 6 dryers & storage	
10x32 10 man bunkhouse	
10x40 galley/diner with all commercial equipment	
10x40 recreation room	
10x40 12 man bunkhouse	
12x12 wash room	
12x12 office	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET M)**

COMPANY NAME: _____

	12x18 office	
	12x18 laundry	
	12x24 sleeper	
	12x24 office	
	12x24 galley	
	12x24 recreation room	
	12x32 galley	
	12x32 sleeper	
	12x32 office	
	12x32 galley	
	12x32 diner	
	12x25 Galley	
	12x25 office	
	12x25 sleeper	
	16x40 20 man bunkhouse	
	16x40 classroom	
	16x40 galley/diner	
	9x42 8 man bunkhouse	
	9x42 4 man/laundry	
	10x30 4 man bunkhouse office	
	10x30 8 man bunkhouse	
	10x24 6 man bunkhouse	
	10x24 4 man bunkhouse	
10.	COMMUNICATIONS EQUIPMENT	
	Provide and maintain satellite communications and radio communication capabilities for both contractor's internal use and for owners use. Such service shall include at a min. temporary satellite telephony capability, line of sight communications, including necessary equipment, satellite time, and/or other service time, at industry accepted rates.	
11.	MORTUARY SUPPORT/RECOVERY (Mobilization and management of temporary morgues including recovery of floating and displaced coffins and deceased persons)	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET N)**

COMPANY NAME: _____

12.	MOBILE COMMAND CENTER TEMPORARY USE	
13.	FLOOD MITIGATION (Including emergency pumping, sandbagging & bank construction and/or repair)	
	Sandbag procurement and delivery	
	Emergency pumping	
	Other – Specify	
14.	VEHICLES/TRANSPORTATION	
	Front end Loader	
	Pick up truck 4x4	
	Pick up truck 1 ton	
	Box Truck	
	Lowboy	
	20' response trailer	
	36' response trailer	
	Bulldozer	
	Flatbed trailer	
	Vehicle use (mileage) pick ups, vans, cars	
	Vehicle use (mileage) trailers, heavy trucks	
	12' work boat w/motor	
	12" work boat w/out motor	
	Vacuum truck 3500 gallon	
15.	CONTRACTOR PROVIDED GENERATORS Supply install, maintain, fuel, repair generators as required to maintain maximum efficiency in support of disaster operations.	
	Size Range	
	0-30 KW	
	31-75 KW	
	76-250 KW	
	251-500 KW	
	501 KW-1MW	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET O)**

COMPANY NAME: _____

16.	OWNER'S GENERATORS Haul, position, install, service, remove, fuel, maintain, repair owner supplied generators as required to maintain maximum efficiency in support of disaster operations.	
	Transport/Haul Owner Generators	
	One way distance up to 25 mile radius, excludes fuel	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 250 KW size	
	251 KW to 500 KW size	
	501 KW to 1 MW size	
	One way distance up to 50 mile radius, excludes fuel	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 250 KW size	
	251 KW to 500 KW size	
	501 KW to 1 MW size	
	One way distance up to 75 mile radius, excludes fuel	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 250 KW size	
	251 KW to 500 KW size	
	501 KW to 1 MW size	
	One way distance up to 100 mile radius, excludes fuel	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 250 KW size	
	251 KW to 500 KW size	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET P)**

COMPANY NAME: _____

	501 KW to 1 MW size	
	One way distance greater than 100 mile radius, excludes fuel, per mile cost	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 250 KW size	
	251 KW to 500 KW size	
	501 KW to 1 MW size	
	Install Owner Generators	
	Up to 10 KW size	
	11 KW to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 100 KW size	
	101 KW to 250 KW size	
	251 KW to 500 KW size	
	501 to 1 MW size	
	PERFORM PREVENTIVE MAINTENANCE ON OWNER GENERATORS (Daily rate for each generator being maintained)	
	All/Any size	
	SERVICE OWNER GENERATORS	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 100 KW size	
	100 KW to 250 KW size	
	251 to 500 KW size	
	501 to 1 MW size	

-Continued on Next Page-



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET Q)**

COMPANY NAME: _____

	RELOCATE/REMOVE OWNER GENERATOR (per removal price)	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 100 KW size	
	100 KW to 250 KW size	
	251 to 500 KW size	
	501 to 1 MW size	
17.	Provide annual training	
18.	Fuel including dispensing apparatus	
19.	Remediation in flooded or hazardous environments (Use separate sheet for costs)	

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

Authorized Signature

Title

Print Name

Date

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



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S REFERENCE FORM**

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

References for: _____
(Company Name)

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

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

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

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



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
EXECUTION OF PROPOSAL**

DATE: _____

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

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

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

Business Name

_____ Date
Authorized Signature

Typed Name & Title

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



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
DRUG FREE WORKPLACE**

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

Whose address is:

And it is also that:

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

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

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

Date

Signature

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



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
ADDENDA ACKNOWLEDGEMENT**

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

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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

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



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION**

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

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

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES** was issued except: 1) through the Purchasing Department, 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

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

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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



Georgia Security & Immigration Compliance (GSIC) Act Affidavit

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

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

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

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

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

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND INCLUDE IN RESPONSE



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

Proposer Name:	
County Solicitation/ Contract No.:	

CONTRACTOR AFFIDAVIT

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

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

EEV / E-Verify Number

BY: Authorized Officer or Agent
(Consultant Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

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



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

Proposer Name:	
County Solicitation/ Contract No.:	

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

Proposer Name:	
Sub-contractors:	



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

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

SUB-CONTRACTOR AFFIDAVIT

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

EEV / E-Verify Number

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

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

[NOTARY SEAL]

My Commission Expires:

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



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE**

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

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

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

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

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

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

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

Firm's Name

Authorized Signature

Date

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



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
LEGAL AND CHARACTER QUALIFICATIONS**

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

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

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

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

License Revocation:

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

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

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

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

NAME

ADDRESS

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

**CONTACT
PERSON**

TITLE

**PHONE
NUMBER/EMAIL**

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



DAWSON COUNTY BOARD OF COMMISSIONERS

SAVE Affidavit

(Systematic Alien Verification for Entitlements)

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

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

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

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

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

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

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

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

Applying on behalf/Name of associated business

Signature of Applicant

Date

Printed Name

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

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

[Page 1 of 2]

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

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

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

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

- United States passport or passport card
- United States military identification card
- Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- Passport issued by a foreign government
- Free and Secure Trade (FAST) card
- NEXUS card
- United States Permanent Resident Card or Alien Registration Receipt Card
- Employment Authorization Document that contains a photograph of the bearer.
- Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
- Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

[Page 2 of 2]



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

Used for Government Monitoring Purposes

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

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

RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES

Please place an “X” on the line that apply

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

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

Yes No

Minority Owned Business: Yes No

Disadvantaged Business Enterprise (DBE) Company? Yes No

Number of Employees: _____

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

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



BID BOND
(Turn this form in with the bond)

STATE OF GEORGIA

COUNTY OF DAWSON

KNOW ALL MEN BY THESE PRESENT, that we, _____

_____, as Principal, and

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

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

RFP #406-22 Debris Removal and Disposal Services

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

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

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

PRINCIPAL: _____

Signed and sealed in the presence of:

By: _____

Title: _____
(Seal)

1. _____

2. _____

SURETY: _____

Signed and sealed in the presence of:

By: _____

Title: _____
(Seal)

1. _____

2. _____



**RFP #406-22 DEBRIS REMOVAL AND DISPOSAL SERVICES
44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

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

**SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN OWNER AND CONSULTANT
RFP #406-22 Debris Removal and Disposal Services**

This Agreement is made and entered into this _ day of, by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and, (hereinafter referred to as the "Consultant") under seal for all professional services called for in the Dawson County **Request for Proposal #406-22 Debris Removal and Disposal Services**; and for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Consultant.

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

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

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

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Document, the **Request for Proposal #406-22 Debris Removal and Disposal Services** and all addenda, all Change Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

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

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

1.6 Ownership of Contract Documents

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

1.7 Unobligated Funds

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

ARTICLE II

CONTRACT DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

THE WORK

3.1 Scope of Work

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

3.1.2 The term "Work" shall mean whatever is done by or required of the Consultant to perform and complete its duties under this Contract, including the following: design of the whole or a designated portion of the Project; furnishing of any required insurance; provision of required certifications and documentation of

associated testing results, if required in the RFP; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Consultant, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Consultant is generally described in Exhibit "A":

ARTICLE IV

CONTRACT TIME

4.1 Time and Liquidated Damages

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

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

4.2 Substantial Completion

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

4.3 Time is of the Essence

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

ARTICLE V

CONTRACT PRICE

5.1 The Contract Price

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

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

ARTICLE VI

PERSONNEL OF THE CONSULTANT

6.1 Personnel

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

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

6.2 Personnel, Sub-Consultants and Suppliers

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

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

6.3 Notice of Personnel Changes

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

ARTICLE VII

PAYMENT TO THE CONSULTANT

7.1 Payment

7.1.1 The Owner shall pay to the Consultant on the basis of an executed task work order, and all invoices submitted by the Consultant shall be detailed to reflect the hours per task by personnel category and employee name at the billing rates referenced in "Exhibit B" and incorporated herein by reference. The billing rate shall include any other direct expenses. The Consultant shall not be entitled to payment for overtime. Invoices shall be paid per Owner policies and procedures, which is typically 30 calendar days from receipt. If any dispute arises regarding an invoice, then the Consultant may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to Owner policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After completion by the Consultant of the work, the Owner shall pay the Consultant all outstanding invoices. The Consultant agrees that acceptance of final payment shall be full and final settlement of all claims against the Owner for work completed or performed, materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the Owner from any claim from the Consultant resulting from such change work order and project.

7.1.2 The Consultant warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other

encumbrances in favor of the Consultant or any other person or entity whatsoever. The Consultant shall promptly pay each Sub-Consultant out of the amount paid to the Consultant on account of such Sub-Consultant's work, the amount to which such Sub-Consultant is entitled. In the event the Owner becomes informed that the Consultant has not paid a Sub-Consultant as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Consultant of amounts otherwise due hereunder naming the Consultant and such Sub-Consultant as joint payees.

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

7.2 Withheld Payment

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

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

7.3 Completion and Final Payment

7.3.1 When all of the work is finally complete and the Consultant is ready for a final inspection, Consultant shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Consultant will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Consultant is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Consultant will return Exhibit "C" to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

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

ARTICLE VIII

THE OWNER

8.1 Information, Services and Things Required From Owner

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

8.2 Right to Stop Work

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

8.3 Owner's Right to Perform Work

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

8.4 Suspension and Termination

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

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

ARTICLE IX

THE CONSULTANT

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

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

9.3 Warranty

9.3.1 The Consultant warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise

permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective. The Consultant shall use that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locale at the time of performance and in compliance with the Project at issue.

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

9.5 Cleaning the Site and the Project

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

9.6 Access to Work

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

9.7 Indemnity

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

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

ARTICLE X

CONTRACT ADMINISTRATION

10.1 Administration

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

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

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

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

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

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

10.2 Claims by the Consultant

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

10.2.2 Pending final resolution of any claim of the Consultant, the Consultant shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Consultant in accordance with this Contract. The resolution of any claim under this paragraph 9.7 shall be reflected by a Change Order executed by the Owner and the Consultant.

10.2.3 *Claims for Additional Time*

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

10.2.4 *Claims for Weather Delays*

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

10.2.5 *Excusable Delays*

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

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

ARTICLE XI

CHANGES IN THE WORK

11.1 **Changes Permitted**

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

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

11.2 **Change Order Defined**

11.2.1 Change Order shall mean a written order to the Consultant executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or

the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

11.3 Changes in the Contract Price

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

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

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Consultant

12.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Consultant or any person or entity working directly or indirectly for the Consultant, the Consultant may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Consultant for all work executed.

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

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

12.2 Termination by the Owner

12.2.1 *for Convenience*

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Consultant for convenience. The Owner shall give written notice of such termination to the Consultant

specifying when termination becomes effective, which shall be a minimum of thirty (30) days from the written notice.

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

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

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

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

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

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

12.3.2 *for Cause*

12.3.2.1 If the Consultant persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Sub-Consultants or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a

substantial violation of a material provision of this Contract, then the Owner may by written notice to the Consultant, without prejudice to any other right or remedy, terminate the employment of the Consultant and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Consultant and may finish the work by whatever methods it may deem expedient. In such case, the Consultant shall not be entitled to receive any further payment until the work is finished.

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

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

ARTICLE XIII

INSURANCE

13.1 Consultant's Insurance Requirements

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

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

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

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

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

13.1.6 Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of

trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

ARTICLE XIV

MISCELLANEOUS

14.1 Governing Law

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

14.2 Successors and Assigns

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

14.3 Severability

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

14.4 Merger

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

14.5 Confidential Information

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

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

14.6 Litigation and Arbitration

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

14.7 Condition Precedent – Litigation

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

14.8 Term of Agreement

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

14.9 Multi-year Contract

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

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

14.10 Federal Laws, Regulations and Policies Clause

14.10.1 The work to be performed under this contract is subject to the requirements of 2 C.F.R. Part 200; 2 C.F.R. 200.317 through 2 C.F.R. 200.326 as well as all other application laws, regulations and policies.

14.11 Contract Remedies

14.11.1 The contractor must maintain compliance. If at any time a contractor fails to bring the contract into compliance, the County must withhold all future payments until the contract is in compliance.

14.11.2 Additionally the violating party may be banned by GEMA and the County on future FEMA funded projects.

14.12 Notices

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

Owner:

Consultant:

Dawson County Board of Commissioner

Attn: Melissa Hawk

Attn:

25 Justice Way, Suite 2223

Dawsonville, GA 30534

Phone: 706-344-3500 ext. 42223

Email: mhawk@dawsoncounty.org

-Signature Page to Follow-

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

OWNER:
DAWSON COUNTY, GEORGIA

CONSULTANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: County Clerk

Title: _____

EXHIBIT "A"
SCOPE OF WORK

- End of Exhibit "A" -

EXHIBIT "B"
PROJECT PRICE PROPOSAL FORM

-End of Exhibit "B"

EXHIBIT "C"

AFFIDAVIT OF PAYMENT OF CLAIMS

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

_____ this _____ day of _____,
20_____ appeared before me _____, a Notary Public, in
and for _____, and being by me first duly sworn states that all
sub-consultants and suppliers of labor and materials have been paid all sums due them to date for work
performed or material furnished in the performance of the contract between:

Dawson County Board of Commissioners and _____(Consultant), last signed
_____, 20___ for the RFP #354-19 Consultant Services for 53 Corridor Overlay and
Development and Design Guidelines 400 Corridor Update.

BY: _____

TITLE: _____

DATE: _____

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

My commission expires on the _____ day of _____, ____

NOTARY PUBLIC
(Notary Seal)