



Jackson County Board of Commissioners

67 Athens Street
Jefferson, Georgia 30549
Phone: (706) 367-6309
Fax: (706) 614-2505
Email: myarbrough@jacksoncountygov.com

TO: Professional Engineering Service Companies

DATE: August 7, 2020

SUBJECT: Request for Proposal for Professional Engineering Services for New Roadway

You are invited to submit a proposal to the Jackson County Board of Commissioners, Jefferson, Georgia for Professional Engineering Services for New Roadway.

Attached hereto are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from Jackson County Purchasing Department. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by Jackson County.

Submittals are to be sealed, marked with the vendor's name and address and labeled:

"RFP 200014", "Professional Engineering Services" and delivered to:

Jackson County Board of Commissioners
Attention: Purchasing Manager
67 Athens Street
Jefferson, GA 30549

not later than **Thursday, September 10, 2020 AT 2:00 PM, local time prevailing.**

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the proposal receipt date. Please call (706) 367-6312 for more information for the hearing impaired. This service is in compliance with the Americans with Disabilities Act (ADA).

Jackson County reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of Jackson County.

Inquiries regarding this Request for Proposal (RFP) should be made to Myrna Yarbrough, Purchasing Manager at phone number (706) 367-6309, by fax at (706) 367-2505, or by email myarbrough@jacksoncountygov.com

JACKSON COUNTY GOVERNMENT

**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ENGINEERING SERVICES FOR NEW
ROADWAY**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

THURSDAY, SEPTEMBER 10, 2020 AT 2:00 PM, local time
prevailing

JACKSON COUNTY BOARD OF COMMISSIONERS
ATTENTION: PURCHASING MANAGER
67 ATHENS STREET
JEFFERSON, GA 30549

RFP # 200014

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.

**JACKSON COUNTY, GEORGIA
REQUEST FOR PROPOSAL
FOR
PROFESSIONAL ENGINEERING SERVICES FOR NEW ROADWAY**

SECTION I - REQUEST FOR PROPOSAL OVERVIEW

A. PURPOSE

Jackson County Board of Commissioners is issuing this Request for Proposal (RFP) for Professional Engineering Services for New Roadway. Jackson County plans to have a new roadway constructed to serve an area where the Jackson County School District will be building three new schools. A new high school is currently under construction and a new middle school and elementary school plan to be built in the next 5-10 years. The new roadway will begin at its intersection with State Route 332 and tie into Skelton Road at the new high school. A concept plan for the new roadway is being made available to proposers.

B. INFORMATION TO VENDORS

1. RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available	AUGUST 7, 2020
Deadline for questions	AUGUST 21, 2020 AT 2:00 PM
Submittal deadline	THURSDAY, SEPT. 10, 2020 AT 2:00 PM, local time prevailing

2. RFP SUBMISSION:

One (1) original and three (3) copies of the complete signed submittal must be received **THURSDAY, SEPTEMBER 10, 2020, by 2:00 PM, local time prevailing.** Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP Number 200014 and title (Professional Engineering Services) to:

**Jackson County Board of Commissioners
Attention: Purchasing Manager
67 Athens Street
Jefferson, GA 30549**

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 4:30 p.m. ET, Monday through Friday, excluding holidays observed by the Jackson County Government.

Vendors 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.

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

3. CONTACT PERSON:

Vendors are encouraged to contact Myrna Yarbrough, Purchasing Manager at (706) 367-6309 or email myarbrough@jacksoncountygov.com 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 vendor's submittal.

Technical questions concerning the project may be submitted to Kevin Poe, Jackson County Manager, (kpoe@jacksoncountygov.com) Please note that paragraph 4 below outlines addenda and that only information released in the RFP and official addenda are to be considerations when submitting a proposal. Therefore, please copy the Purchasing Manager on all technical questions so that the determination of inclusion in official addenda can be considered by the Jackson County team.

Vendors may not contact any elected official or other County Employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the vendor.

4. ADDITIONAL INFORMATION/ADDENDA

Jackson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors 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.

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

5. LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

6. REJECTION OF PROPOSALS

Jackson County Government may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure.

Submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.

7. MINIMUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

8. NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor 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 vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

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

9. COST INCURRED BY VENDORS

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

10. AMERICANS WITH DISABILITIES ACT (ADA)

A qualified interpreter for the hearing impaired is available upon request at least ten (10) days in advance of the proposal due date. This service is in compliance with the Americans with Disabilities Act (ADA). Please call (706) 367-6312 for more information for the hearing impaired.

11. RFP OPENING

The names of the companies that submit proposals to Jackson County for consideration will be read aloud immediately following the closing of the proposal period. A list of names of firms responding to the RFP may be obtained from Myrna Yarbrough, Purchasing Manager, after the RFP due date and time stated herein.

12. TAXES.
Selected vendor will be provided with Jackson County's Sales and Use Tax Certificate of Exemption number upon request.
13. VENDOR INFORMATION
All submissions shall include a completed and current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Manager with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.
14. INSURANCE
Selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this County project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident.
15. TERMINATION
Federal, State, and other Local government agencies may terminate this Agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this Agreement. Additionally, either party to this agreement may, without prejudice, terminate the Agreement by providing the other party 30 days written notice of the intent to terminate the Agreement.
16. ANTI-DISCRIMINATION
By submitting a response to this RFP, all perspective vendors certify to Jackson County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended.
17. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011
Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.
 - A. The form must be signed by an authorized officer of the contractor or their authorized agent.
 - B. The form must be notarized.
 - C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-

subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

SECTION II - GENERAL CONDITIONS

1. Purpose:

Jackson County Board of Commissioners is issuing this Request for Proposal (RFP) for Professional Engineering Services for New Roadway.

2. Contract Period:

The Work to be performed under this Contract shall be completed within 4 months of the time the Board of Commissioners approves the award of the Contract. This contract may be extended for an additional 2 months as necessary to ensure the completion of all the requirements outlined in the RFP for services that must be accomplished to bring the full project to completion. Any extension must be in writing. This contract may be terminated at any time, without prejudice, by either party by providing the other party 30 days written notice of the intent to terminate the contract.

3. Project Scope:

SCOPE OF WORK:

Jackson County is accepting proposals from engineering firms to complete the analysis of the exact alignment of the new road, determining the type of intersection to be designed at SR 332, determining the typical section(s) for the road and to prepare a full set of construction plans and specifications for the construction of a new roadway per Jackson County and GDOT standards. Survey work has already been completed along SR 332 in the area where the improvements/upgrades are proposed. The scope of work will include surveying services, detailed construction plans and specifications, right of way plans and acquisition documents and identification of any utilities that may be in conflict with the proposed construction of the roadway. The project scope is to develop a complete set of engineering plans, contract and bid documents, and drawings and specifications for construction purposes. Complete set of plans should include the following:

- Right of way requirements, including right of way parcel drawings and deeds.
- Utility relocation (for publicly owned utilities).
- Drainage/drainage structures.
- Earthwork.
- Base/Paving/Striping/Signage.
- Erosion and sedimentation control.

BASIC SCOPE OF SERVICES:

- I. Secure the approval of design and construction documents from any and all reviewing agencies currently required for the project to proceed to construction.

- II. Furnish the county with five (5) sets of bound construction drawings, construction specifications, and any other documents, as required above, as well as digital copies of all documents suitable for archival purposes and future.

PROPOSAL SUBMISSION:

Submit one (1) original and three (3) copies of your proposal, which must include the following information presented concisely and clearly:

- A. Brief description and organization of firm.
- B. Provide a project approach. Include your understanding of this project and your approach to providing the services as outlined in this RFP.
- C. Provide a description of the project team. Include information regarding any work to be subcontracted.
- D. Provide a summary of the five (5) most recent projects similar to this project in which the firm and/or key individuals participated. Please include names, telephone numbers and addresses of the local government project manager for each.
- E. Provide the following:
 - 1. A fixed fee to complete the work.
 - 2. An hourly fee schedule and basis of computing expenses for any additional services which may be required by Jackson County.
 - 3. Price Proposal Sheet provided and the vendor's hourly fee schedule should be included as a part of this proposal.
- F) Provide evidence of professional liability insurance for each individual or the entire team.
- G) Provide a project task schedule.

SELECTION CRITERIA:

The selection criteria will be based on the following, with the relative weights in parentheses:

- 1) Overall quality of the submitted proposal (10%)
- 2) Related experience, qualifications and references of the firm or project team (40%)
- 3) Work plan and schedule (15%)
- 4) Fixed fee and hourly fee schedule (20%)
- 5) Use of local consultants/sub-consultants (15%)

Jackson County Staff will review proposals and make a recommendation to the Jackson County Board of Commissioners as to the award of the contract. Staff will make a recommendation based on information contained in the proposals submitted. Short listed firms may be asked to make a presentation.

ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the proposing vendor selected will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, any part thereof, without written consent by the Jackson County Board of Commissioners.

REGULAR AND UNIFORM PROPOSALS:

Each vendor must comply with all requirements for a regular Proposal as directed or required by this Request. Notice is hereby given to all vendors that Proposals found to be defective or irregular in any respect may be rejected immediately. To facilitate comparative analysis and evaluation of Proposals, a uniform format shall be employed in structuring each Proposal. The required format will coincide with specifications given in the section “**PROPOSAL SUBMISSION**” above and should be tabbed for the ease of the evaluation process. The Company’s degree of compliance with the requirements of this request will be a factor in the subsequent evaluation and award of the contract for the designated services because the proposal becomes an integral part of the final Contract.

4. Administration:

The project will be administered by the Jackson County Board of Commissioners through the Jackson County Manager. This individual will be the main point of contact for all questions during the project.

5. Procedures and Miscellaneous Items:

- A. All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated to all firms responding to this RFP.
- B. All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the Jackson County Board of Commissioners. All such materials shall remain the property of the Jackson County Board of Commissioners and will not be returned to the respondent.
- C. All respondents to this RFP shall hold harmless the Jackson 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 Jackson 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 Jackson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any vendor 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 Jackson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
- D. The RFP is subject to the provisions of the Jackson County Purchasing Manual and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.

- E. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Jackson 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.
- F. 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.
- G. In case of failure to deliver goods in accordance with the contact terms and conditions, Jackson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Jackson County may have.
- H. By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- I. 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 contractor shall comply with applicable federal, state, and local laws and regulations.
- J. It is understood and agreed between the parties herein that Jackson 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.

6. Final Selection:

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the Jackson County Board of Commissioners by the project representative. Following Commission approval, the County will complete contract negotiations.

The Jackson 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 vendor submitting a proposal must complete the form showing compliance with the **Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1)**. The form is provided with this RFP package.

RFP 200014 PRICE PROPOSAL

COMPANY NAME: _____

After reading the RFP, and considering all the requirements of the project, the following fixed price is submitted for RFP 200014 =

\$ _____

Attach Schedule for Hourly and Unit Prices for Providing Additional Services

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

EXECUTION OF PROPOSAL

DATE: _____

The potential Contractor 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 Contractor 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 Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Qualifications**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Contact Representative

Operational Contact Representative

Vendor's Name Federal ID #

Address

Phone Fax

Email

Authorized Signature Date

Typed Name & Title

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

ADDENDA ACKNOWLEDGEMENT

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

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative/Title
(Print or Type)

Authorized Representative (Date)
(Signature)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor'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.

Illegal Immigration Reform and Enforcement Act of 2011
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)

The Jackson County Board of Commissioners and Contractor agree that compliance with the Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the Jackson County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-Verify Employment Eligibility Verification User Identification Number

Date of Authorization to Use Federal Work Authorization Program

NAME OF CONTRACTOR

Intersection Improvements/Upgrades Engineering

Name of Project

Jackson County Board of Commissioners

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20__ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public

My Commission Expires: _____

SAMPLE CONTRACT

This Agreement made and entered into this ____ Day of _____, Two Thousand and Eighteen,

BETWEEN

The Owner: The Jackson County Board of Commissioners
 Jackson County, Georgia
 67 Athens Street
 Jefferson, Georgia 30549

And the Contractor: Company Name
 Company Address
 City, Georgia Zip

PROJECT: PROFESSIONAL ENGINEERING SERVICES

WITNESSETH: That said Contractor has agreed, and by these presents does agree, with the said County, for the consideration herein mentioned and under the provisions required by the Specifications outlined in the Jackson County Request for Proposal 200014 to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, proposal made by the Contractor, the Advertisement, the Instructions to Bid, General Terms and Conditions and this Agreement, including all work shown on Plans and Technical Specifications and listed in the conditions, provisions and specification to wit:

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, the Jackson County Request for Proposal (RFP) 200014, the supporting drawings and specifications, the Contractor's Response to RFP 200014, including the Contractor Affidavit and Agreement, Addenda issued prior to execution of this Agreement, and all Change Orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

The Work

The Contractor shall perform all work required by the Contract Documents for:

PROJECT: PROFESSIONAL ENGINEERING SERVICES

All Work performed under this contract is subject to inspection by the representative(s) of the County Manager's Office, who will be acting as project managers on this project. It shall be the

Contractor's responsibility to coordinate with the Project Management Team of Jackson County, Georgia for inspection services. All Work shall meet or exceed all Federal, State, and local requirements.

ARTICLE 3

Georgia Illegal Immigration Reform and Enforcement Act of 2011

Contractor agrees and acknowledges that compliance with the requirements of the Georgia Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant to O.C.G.A. §13-10-91(b)(1) is hereby incorporated into this Agreement by reference and made a part of this Contract. By the execution of this Contract, the Contractor affirms that the Illegal Immigration Reform and Enforcement Act of 2011 Contractor Affidavit submitted with the response to RFQ 5153-01 is still valid, that the Contractor's Federal Work Authorization Number has not changed, that the Contractor will utilize the Federal Work Authorization Program during the duration of this contact, that the Contractor will ensure that all subcontractors and sub-subcontractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Subcontractors and/or Sub-subcontractor Affidavit, and that the Contractor will advise the Owner of hiring a new subcontractor and/or sub-subcontractor and will provide the Owner with a Subcontractor/Sub-subcontractor Affidavit attesting to the subcontractor's/sub-subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of hiring before the subcontractor/sub-subcontractor begins working on the Project. The Contractor understands and will ensure that all subcontractors and sub-subcontractors understand that knowingly and willfully making a false, fictitious, or fraudulent statement in an affidavit submitted in compliance with O.C.G.A. §13-10-91 shall be guilty of a violation of Code Section §16-10-20 and, upon conviction, shall be punished as provided for in such Code Section. Additionally, any contractor and/or sub-contractor convicted for false statements based upon a violation of this Code Section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following the conviction.

ARTICLE 4

Time of Commencement and Completion

The Work to be performed under this Contract shall be completed within 4 months of the time the Board of Commissioners approves the award of the Contract. This contract may be extended for an additional 2 months as necessary to ensure the completion of all the requirements outlined in the RFP for services that must be accomplished to bring the full project to completion. Any extension must be in writing. This contract may be terminated at any time, without prejudice, by either party by providing the other party 30 days written notice of the intent to terminate the contract.

ARTICLE 5

Contract Price

The Owner shall pay the Contractor, for the performance of the Work as provided in the Conditions of the Contract, in current funds, the amount based upon the Contractors response to the Request for Proposal not to exceed \$X,XXX,XXX.XX.

ARTICLE 6

Payment

Payment for the Work as described in Article 5 above, shall be made upon completion and inspection of Work by the Owner to the Contractor within thirty (30) days after the completion of the Work, provided that the Work has been completed and the Contractor fully performed in accordance with the Contract Documents. Contractors may request a draw against completed work once every thirty (30) days if the contract is for a period of more than thirty (30) days. The Contractor shall complete and submit an invoice to the Purchasing Manager, 67 Athens Street, Jefferson, Georgia 30549. The Purchasing Manager will coordinate with the Project Manager for approval and will forward the invoice to Accounts Payable for payment. The invoice provided by the Contractor should include all necessary documentation to prove that all the requirements outlined in the Request for Proposal, all addenda, and all change orders have been completed and that the work has been properly inspected.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

OWNER:
Jackson County Board of Commissioners

CONTRACTOR:
Company Name

BY: Tom Crow, Chairman

BY: Representative

ATTEST:

ATTEST:

Notary Public

Notary Public