

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, JUNE 2, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
6:00 PM**

A. ROLL CALL

B. OPENING PRESENTATION

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

[Minutes](#) of the Voting Session held on May 19, 2016

G. APPROVAL OF AGENDA

H. PUBLIC COMMENT (3 minute limit/person 15 minutes maximum)

I. ALCOHOL LICENSE

J. ZONING

K. PUBLIC HEARING

L. UNFINISHED BUSINESS

M. NEW BUSINESS

1. Consideration of request to grant the Dawson County Civitan Club space at Veterans Memorial Park to donate and install inclusive playground equipment
2. Consideration of Bid #275-16 IFB Dawson Forest Road Rehabilitation
To view the solicitation documents click [here.](#)
3. Consideration of Bid #276-16 IFB Dawson Forest Pipe Rehabilitation
To view solicitation documents click [here.](#)
4. Consideration of the 2016 Local Emergency Operations Plan Update
5. Consideration of proposed Memorandum of Agreement between Lanier Technical College and the Dawson County Board of Commissioners
6. Consideration of Memorandum of Understanding between Northeast Georgia Medical Center and the Dawson County Board of Commissioners regarding data sharing for the purpose of attempting to improve outcomes for patients who suffer sudden cardiac arrest
7. Consideration of proposed Memorandum of Understanding between the City of Dawsonville and the Dawson County Board of Commissioners for Domestic Water Fire Protection Inspection
8. Consideration of Courthouse Canopy Final Revisions

N. ADJOURNMENT

O. PUBLIC COMMENT

Backup material for agenda item:

Minutes of the Voting Session held on May 19, 2016

DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – MAY 19, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
6:00PM

ROLL CALL: Those present were Chairman Berg; Commissioner Fausett, District 1; Commissioner Swafford, District 2; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Attorney Homans; County Manager Dowling; County Clerk Yarbrough and interested citizens of Dawson County.

OPENING PRESENTATION: None

INVOCATION: Chairman Berg

PLEDGE OF ALLEGIANCE: Chairman Berg

ANNOUNCEMENTS:

Commissioner Hamby asked for prayers for those recuperating in hospitals.

APPROVAL OF MINUTES:

Motion passed unanimously to approve the minutes from the Voting Session held on May 5, 2016. Swafford/Hamby

APPROVAL OF THE AGENDA:

Motion passed unanimously to approve the agenda as written. Nix/Fausett

PUBLIC COMMENT:

Peter Strott, Esq. representing Wrecking Corp of America, LLC
Donald Barillari representing Wrecking Corp of America, LLC

ALCOHOL LICENSE HEARING:

None

ZONING:

None

PUBLIC HEARING:

Proposed 2016 Land Use District Map (2nd of 2 hearings. First hearing was held on May 17, 2016 before the Planning Commission)

Chairman Berg opened the hearing and asked if there was anyone present who wished to be heard on the Proposed 2016 Land Use District Map and hearing none, closed the hearing.

Motion passed unanimously to approve the Proposed 2016 Land Use District Map as presented. Swafford/Hamby

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Consideration of Request to amend the ACCG 457 (b) Compensation Plan for Dawson County Employees

Motion passed unanimously to approve the request to amend the ACCG 457 (b) Compensation Plan for Dawson County Employees. Nix/Hamby

Consideration of 2016/2017 Health Insurance Renewal

Motion passed unanimously to approve Option #2 of the 2016/2017 Health Insurance Renewal Proposal and to budget for maximum claims. Swafford/Fausett

Consideration of Dawson County Transit Drug and Alcohol Testing Policy

Motion passed unanimously to approve the Dawson County Transit Drug and Alcohol Testing Policy. Nix/Fausett

Consideration of Bid #274-16 RFP Intermediate Jail Demolition

Motion passed unanimously to award Bid #274-16 RFP Intermediate Jail Demolition to the most responsive, responsible bidder, Townley Construction, Inc. from Dawsonville, Georgia for a total expenditure of \$72,350.00 from SPLOST V funds, approve the contract as submitted, approve the use of the Local Small Business Initiative Ordinance, and allow the contractor to submit applicable documentation. Swafford/Hamby

ADJOURNMENT:

PUBLIC COMMENT:

APPROVE:

ATTEST:

Mike Berg, Chairman

Danielle Yarbrough, County Clerk

Backup material for agenda item:

1. Consideration of request to grant the Dawson County Civitan Club space at Veterans Memorial Park to donate and install inclusive playground equipment



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Parks & Recreation

Work Session: 5-26-16

Prepared By: Randall Dowling

Voting Session: 6-2-16

Presenter: Lisa Henson, Parks & Recreation Director

Public Hearing: Yes _____ No

Agenda Item Title: Granting the Dawson County Civitan Club space at Veterans Memorial Park to donate and install an inclusive playground swing set.

Background Information:

The Dawson County Civitan Club is a civic organization that assists in making the lives of Dawson County citizens with disabilities just a bit easier. This organization has a desire to make Veterans Memorial Park playground a more inclusive playground.

Current Information:

The Dawson County Civitan Club requests the Board of Commissioners to allocate a small space in Veterans Memorial Park for the club to donate and install new inclusive playground equipment (swing set). The club will ensure the equipment is installed properly. There is no cost to the county except for maintenance after installation.

Budget Information: Applicable: _____ Not Applicable:

Budgeted: Yes _____ No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve the allocation of space at Veterans Memorial Park to the Dawson County Civitan Club to donate and install new inclusive playground equipment.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 5-17-16

County Manager Authorization: Randall Dowling

Date: 5-16-16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Attached: 1) letter dated May 6, 2016 from the Civitan Club. 2) map of Veterans Memorial Park with the allocated space for the swing set.



May 6, 2016

Dawson County Park and Rec

Dawsonville, Georgia

Dear Park and Rec,

The Dawson County Civitan Club is working diligently to raise funds to purchase inclusive playground equipment which we would like to donate to Veteran's Park. In addition to Civitan Club fundraisers, we will be seeking assistance for funding through various grant projects.

At this time, without having a definitive knowledge of the funds we will have available, we would like to pledge an inclusive swing set. Our estimation of the use zone for the set is approximately 32'x35.5'. It is our greatest desire to provide additional equipment to each park in Dawson County as our funding allows. We request at this time to be informed if there is space for the initial swing set at Veterans Park and of any space which may be available for future donations.

The Civitan Club will ensure that site preparation and installation is provided by either the insured equipment supplier or a licensed and insured contractor. We will of course coordinate and have all equipment, preparation and installation approved by the park at the parks convenience.

Thank you for your consideration of this project.

Regards,

Tiffany Muilenburg

Dawsonville Civitan Club

IMPROVEMENT CONTRACT-CONSTRUCTION OF PLAYGROUND EQUIPMENT

This contract is hereby made this ____ day of _____, 2016 between Dawson County, Georgia, hereinafter referenced as "Dawson County", and the Dawson County Civitan Club, Inc., hereinafter referenced as "Civitan Club".

In consideration of the covenants set forth herein, Dawson County and the Civitan Club agree as follows:

1. Description of Work

The Civitan Club shall purchase or procure and install playground equipment on real property designated by Dawson County located at Veterans Memorial Park, which is owned by Dawson County. The Civitan Club shall provide and install all playground equipment, site preparation, any material needed for drainage, and any ground covering or landscaping for use of the playground equipment. Additionally, the Civitan Club shall pay to Dawson County \$ _____ annually for upkeep and maintenance of the items set forth herein.

2. Time of Commencement and Completion

The work shall begin on or about _____, and the work (other than the annual maintenance obligation) shall be substantially completed on or about _____. All work in accord with this agreement shall be completed on or before _____. Additional work may not be performed without prior written authorization of Dawson County. Authorization for any additional work shall be on a contract change order form showing the agreed terms and reasons for the changes and shall be approved by both parties in writing. Any change order forms shall be incorporated in, and become a part of, this contract.

3. Payment of Fees

The Civitan Club shall be solely responsible for payment for the playground equipment and preparing the site for the playground equipment set forth herein in exchange for goodwill for the Civitan Club and installing the Civitan Club insignia on the premises at Veterans Memorial Park. The parties acknowledge receiving good and valuable consideration in exchange for the terms hereof. Dawson County agrees to waive all County construction/building permit fees for construction of the playground equipment.

4. Warranty and Disclaimer

The Civitan Club warrants all work performed in accord with the terms hereof. The Civitan Club agrees to restore the real property to the original condition if the Civitan Club terminates this contract, abandons the project, or otherwise defaults. The Civitan Club shall comply with all local and state codes and other applicable law when performing work in accord with the terms hereof.

5. Indemnification/Limitation of Liability

The Civitan Club agrees to protect, defend, indemnify and hold harmless Dawson County and all agents and employees of Dawson County from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment caused by the Civitan Club or any contractor/sub-contractor of the Civitan Club. The Civitan Club shall insure that any contractor or sub-contractor of the Civitan Club performing services in accord with the terms of this agreement maintains workers' compensation and comprehensive general liability insurance to protect the County from any claim for damages or bodily injury that may arise from acts or omissions of the Civitan Club or the contractor/sub-contractor under this agreement.

6. Dawson County's Responsibilities

Dawson County shall be responsible for the location of the playground equipment upon real property within Veterans Memorial Park. Dawson County shall approve all design plans, diagrams, equipment, work schedules and task orders related to the playground equipment before issuing a notice to proceed to the Civitan Club. Dawson County shall provide access to the playground equipment site for the Civitan Club. The parties acknowledge, consent, and agree that Dawson County performs a governmental function, as opposed to a proprietary function, by entering into this agreement to provide playground equipment for recreational purposes.

7. Multi-Year Agreement

This agreement shall terminate absolutely and without further obligation on the part of Dawson County at the close of the calendar year in which this agreement is executed and at the close of each succeeding calendar year for which the agreement may be renewed. This agreement shall automatically renew, unless positive action is taken by Dawson County to terminate this agreement, which shall be providing thirty (30) days written notice of intent not to renew. The total obligation of Dawson County for 2016 is staff time to review design plans, diagrams, equipment, work schedules and task orders related to the playground equipment. The total obligation that will be incurred in each calendar year renewal term shall be the same as 2016. Title to any supplies, materials, equipment, or other personal property shall remain in the Civitan Club or the subcontractor of the Civitan Club, unless fully paid for by Dawson County. This agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy any obligation of Dawson County under the terms hereof.

8. Care and Repair of Premises

The Civitan Club shall commit no act of waste and shall take good care of the premises and shall be solely responsible for payment for repairs to the playground equipment and other items referenced within the work to be performed in Paragraph 1 of this contract.

9. Notices

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:

Dawson County:
Dawson Co. Board of Commissioners
ATTN: Purchasing Director
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Civitan Club:

ATTN: _____

Dawsonville, GA 30534

10. Entire Agreement

This agreement contains the entire agreement of the parties regarding the subject matter hereof and supersedes any prior written or oral agreement between the parties.

11. Amendment

This agreement may be modified or amended only if the modification or amendment is made in writing and executed by both parties.

12. Severability

If any provision of this agreement shall be held invalid or unenforceable for any reason, then the remaining provisions shall continue to be valid and enforceable.

13. Non-waiver

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

14. Governing Law

This contract shall be governed by and construed in accordance with the laws of the state of Georgia.

DAWSON COUNTY

ATTEST:

By: _____
Mike Berg, Chairman

By: _____
Danielle Yarbrough, County Clerk

**CIVITAN CLUB OF
DAWSON COUNTY**

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____



11' 16'

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ation Rd

Backup material for agenda item:

2. Consideration of Bid #275-16 IFB Dawson Forest Road Rehabilitation

To view the solicitation documents click [here](#).



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 5-26-16

Prepared By: Cara Ingley

Voting Session: 6-2-16

Presenter: David McKee

Public Hearing: Yes No

Agenda Item Title: Dawson Forest Road Rehabilitation

Background Information:

Dawson Forest Road was originally constructed in the 1950s to access the government property at Dawson Forest Wildlife Management Area (WMA). This six mile road is currently heavily traveled by both commercial and residential traffic and is home to multiple schools and one fire station. The base failure of this road is currently at 42% and its current condition poses a safety hazard. The rehabilitation of this road is a SPLOST-VI approved expenditure.

Current Information:

This road resurfacing project was competitively bid out. The bid was segmented into three segments: "Segment 1 – Dawson Forest WMA property line to SR 9," "Segment 2 – SR 9 to Round a bout," and "Segment 3 – Power Center Drive to SR 53." Two pricing options were requested for each segment: Full Depth Reclamation and Deep Patch and Pave. At the mandatory pre-bid meeting on 4/15/16, 10 vendors were present. At the bid deadline, 4 bids were received. The bidders were: Blount, CW Matthews, Baldwin Paving, and Bartow Paving. Blount was the lowest bidder, bidding \$2,367,486.50 for Full Depth Reclamation. Staff will be present during the entire project to inspect all contracted work. The portion of this road between Segment 2 and 3 will be resurfaced by a private developer's contractor and will be coordinated with this project. This project will also be coordinated with the drainage pipe project.

Budget Information: Applicable: Not Applicable:

Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	4220	541401-R21	\$700,000	\$700,000	\$2,367,486.50	(\$1,667,486.50)

Recommendation/Motion: Staff recommends the Board award this road resurfacing bid to the lowest bidder, Blount, at a cost of \$2,367,486.50 and use the Full Depth Reclamation option that is the best use of SPLOST-VI funds.

Department Head Authorization: David McKee

Date: 5/17/16

Finance Dept. Authorization: Vickie Neikirk

Date: 5/17/16

County Manager Authorization: Randall Dowling

Date: 5-17-16

County Attorney Authorization:

Date:

Comments/Attachments:

See attached PowerPoint.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

BID #275-16 IFB DAWSON FOREST ROAD REHABILITATION

This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and Blount Construction Company, Inc., (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Request for Proposal Bid #275-16 IFB Dawson Forest Road Rehabilitation** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, 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 Bid **#275-16 IFB Dawson Forest Road Rehabilitation** and all addenda, the Contractor's Bid Schedule, all Change Orders and Field 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, together with the Contractor's payment bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

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 Contractor.

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 Contractor 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 Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II

THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications and drawings of the Project and in accordance with the bid and specifications as outlined in Request for Proposal Bid #275-16 IFB Dawson Forest Road Rehabilitation.

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

Contractor shall provide all required labor, materials, tools, and equipment, supervision, insurance, bonds, etc. to perform the scope of work listed in the RFP and any addenda issued for the intermediate jail demolition. The purpose of this project is to replace all existing fenestrations that meet or exceed the International Building Code.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall complete the work within 120 days calendar day period after notice to proceed.

3.1.2 The Contractor shall pay the Owner the sum of one hundred dollars (\$100.00) per day for each and every calendar day of delay not excused by Section 8.2.5.1 in achieving completion beyond the time set forth herein for completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part there, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1. "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.

3.3 Time is of the Essence

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

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the work required in the Bid Documents, the fixed sum of \$ 2,367,486.50 for furnishing materials, labor, and equipment necessary for the completion of Project #275-16. The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract. Actual quantities used for the subject work will be verified and paid using unit pricing as detailed in Request for Proposal Document, unless stipulated as "lump sum".

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Payment Procedure

5.1.1 Based upon the Contractor's applications and certificates for payment issued to the Owner, Owner shall make progress payments to the Contractor to be applied toward the Contract Price.

5.1.2 On or before the tenth day of each month after commencement of the work, the Contractor shall submit an Application for Payment for the period ending the last day of the prior month to the Owner in such form and manner, and with such supporting data and content, as the Owner may reasonably require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, i.e., labor, materials and equipment properly incorporated in the work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment incorporated in the work, less the total amount of previous payments received from the Owner for such labor, materials, and equipment. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the work has been properly performed in full accordance with this Contract. When Owner determines amounts requested to be properly owing to the Contractor, the Owner shall make partial payments on account of the Contract Price to the Contractor on a day to be determined each month in which application for payment is made.

5.1.3 The Contractor 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 Contractor or any other person or entity whatsoever. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall

have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees.

5.1.4 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.

5.2 Withheld Payment

5.2.1 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 Contractor to protect the Owner from loss because of:

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

5.3 Completion and Final Payment

5.3.1 When all of the work is finally complete and the Contractor is ready for a final inspection, Contractor 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 Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract.

5.3.2 The Contractor shall not be entitled to final payment unless and until the Contractor submits to the Purchasing Department an affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the work for which the Owner or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Manager or the Owner; and consent of the Surety to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.3.3 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Project Manager's execution of a final Certificate for Payment.

5.3.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor,

pending at the time of final payment, and identified in writing by the contractor as unsettled at the time of its request for final payment.

5.3.5 Payment shall be made at the unit rates as set out in the Pricing Schedule submitted by the Contractor for the Work for the quantities actually installed into the Work except as follows:

- (a) There are no exceptions.

ARTICLE VI

THE OWNER

6.1 Information, Services and Things Required From Owner

6.1.1 The Owner shall furnish to the Contractor, 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.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, three copies of the Contract Documents for execution of the Work.

6.2 Right to Stop Work

6.2.1 If the Contractor fails or refuses to perform the work in accordance with this Contract, the Owner may order the Contractor 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 Contractor 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 Contractor in accordance with the contract documents.

6.3 Owner's Right to Perform Work

6.3.1.1 If the Contractor's work is stopped by the Owner under Paragraph 6.2 and the Contractor 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 Contractor, 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 Contractor shall pay the difference to the Owner.

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor shall perform the work strictly in accordance with this Contract.

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

7.3 Warranty

7.3.1 The Contractor 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.

7.4 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work. The Contractor 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.

7.5 Supervision

7.5.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner.

7.6 Cleaning the Site and the Project

7.6.1 The Contractor shall keep the site reasonably clean during performance of the work. Upon final completion of the work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property.

7.7 Access to Work

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

7.8 Indemnity

7.8.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

7.8.2.1 In claims against any person or entity indemnified under this Paragraph 7.8 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Administration

8.1.1 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.

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

8.1.3 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 Contractor.

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

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

8.1.6 The Owner's Representative, shall, upon request from the Contractor, 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.

8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Owner 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.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this paragraph 8.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

8.2.3 ***Claims for Concealed and Unknown Condition*** - If concealed and unknown conditions are encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract or if unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this contract be encountered, then the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 *Claims for Additional Costs*

8.2.4.1 If the Contractor wishes to make a claim for an increase in the Contract Price, then as a condition precedent to any liability of the Owner, the Contractor shall give the Owner written notice of such claim within seven days after the occurrence of the event or the first appearance of the condition giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.2 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Owner has been established in a court of competent jurisdiction.

8.2.5 *Claims for Additional Time*

8.2.5.1 If the Contractor 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 Contractor's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Contractor 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 Contractor 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 Contractor's basis for requiring additional time in which to complete the Project.

8.2.6 *Claims for Weather Delays*

8.2.6.1 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 Contractor consistently works on Sundays prior to the claim. Weather Days are to be turned in within four weeks of the occurrence.

ARTICLE IX

CHANGES IN THE WORK

9.1 **Changes Permitted**

9.1.1 Changes in the work within the general scope of this Contract consisting of additions, deletions, revisions, or any combination thereof may be ordered without invalidating this Contract by Change Order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization.

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

9.2 Change Order Defined

9.2.1 Change Order shall mean a written order to the Contractor 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.

9.3 Changes in the Contract Price

9.3.1 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 Contractor 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 Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then as provided in Subparagraph 9.3.2 below.

9.3.2 If no mutual agreement occurs between the Owner and the contractor as contemplated in Subparagraph 9.3.1 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 Contractor 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.

9.3.3 If unit prices are provided in the Contract and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, then the applicable unit prices shall be equitably adjusted.

9.4 Notice to Surety; Consent

9.4.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent and approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE X

CONTRACT TERMINATION

10.1 Termination by the Contractor

10.1.1 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 Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor 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 Contractor for all work executed.

10.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice

to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 10.2.1.

10.2 Termination by the Owner

10.2.1 For Convenience

10.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

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

10.2.1.3 The Contractor 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 Contractor has.

10.2.1.4

- (a) The Contractor 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 Contractor fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement of the amount due to the contractor, the Owner shall pay the Contractor 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 Contractor'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 Contractor 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 10.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;

- iv. The total sum to be paid the Contractor under this Subparagraph 10.2.1 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.

10.2.2 For Cause

10.2.2.1 If the Contractor 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 Subcontractors 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 Contractor, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

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

10.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 10.2.2 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 10.2.1 and the provisions of Subparagraph 10.2.1 shall apply.

ARTICLE XI

INSURANCE

11.1 Contractor's Insurance Requirements

11.1.1 The Contractor shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability Insurance in an amount equal to One Million (\$1,000,000.00) Dollars.

11.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of Comprehensive General Liability Insurance required by Paragraph 11.1.1.

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

11.1.4 The Contractor shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law.

ARTICLE XII

MISCELLANEOUS

12.1 Governing Law

12.1.1 This Agreement is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

12.2 Successors and Assigns

12.2.1 The Owner and Contractor 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 Contractor shall not assign this Contract without written consent of the Owner.

12.3 Surety Bonds

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

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**

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Name: _____

Name: _____

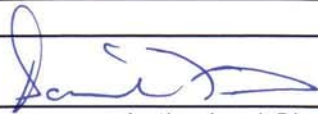
Title: County Clerk

Title: _____

**BID #275-16 #275-16 IFB DAWSON FOREST ROAD REHABILITATION
2 REVISED - VENDOR'S PRICE PROPOSAL FORM WITH ESTIMATED QUANTITIES**

Option 2 - Full Depth Reclamation Method

Line Item	Description	Estimated Quantity	Unit	Unit Cost	Total Estimated Cost
Segment 1 - Dawson Forest Management Area to Intersection of Hwy 9 Approx 1.2 Miles					
Seg 1-1	Traffic Control, Shoulders, Mobilization	1	LS	\$ 12,650.00	\$12,650.00
Seg 1-2	10" Cement Reclaimed Base	17,835	SY	\$ 4.75	\$84,716.25
Seg 1-3	Portland Cement - 55lb/SY	488	TN	\$ 132.25	\$64,538.00
Seg 1-4	19MM Asphalt Binder 2" Depth	2,000	TN	\$ 77.00	\$154,000.00
Seg 1-5	1.5" 12.5MM SP Asphalt Topping	1,622	TN	\$ 82.50	\$133,815.00
Seg 1-6	1.5" Milling Turn Lanes & Tie In Sections	1,917	SY	\$ 3.75	\$ 7,188.75
Seg 1-7	Striping (Includes all riased temporary markers where necessary & high build per GDOT specs)	1	LS	\$ 13,755.00	\$13,755.00
Sub-Total Segment 1					\$470,663.00
Segment 2 - Intersection of Hwy 9 to Lumpkin Campground Intersection Roundabout - 3.7 Miles					
Seg 2-1	Traffic Control, Shoulders, Mobilization	1	LS	\$ 41,500.00	\$ 41,500.00
Seg 2-2	10" Cement Reclaimed Base	62,000	SY	\$ 4.75	\$294,500.00
Seg 2-3	Portland Cement - 55lb/SY	1,615	TN	\$ 132.25	\$213,583.75
Seg 2-4	19MM Asphalt Binder 2" Depth	6,520	TN	\$ 77.00	\$502,040.00
Seg 2-5	1.5" 12.5MM SP Asphalt Topping	5,298	TN	\$ 82.50	\$437,085.00
Seg 2-6	1.5" Milling Turn Lanes & Tie In Sections	4,939	SY	\$ 3.75	\$18,521.25
Seg 2-7	Striping (Includes all riased temporary markers where necessary & high build per GDOT specs)	1	LS	\$38,062.50	\$38,062.50
Sub-Total for Segment 2					\$1,545,292.50
Segment 3 - Power Center Dr to Intersection of Hwy 53 - Approx .8 Miles					
Seg 3-1	Traffic Control, Shoulders, Mobilization	1	LS	\$12,400.00	\$12,400.00
Seg 3-2	10" Cement Reclaimed Base	12,815	SY	\$ 4.75	\$60,871.25
Seg 3-3	Portland Cement - 55lb/SY	353	TN	\$ 132.25	\$46,689.25
Seg 3-4	19MM Asphalt Binder 2" Depth	1,409	TN	\$ 77.00	\$108,493.00
Seg 3-5	1.5" 12.5MM SP Asphalt Topping	1,216	TN	\$ 82.50	\$100,320.00
Seg 3-6	1.5" Milling Turn Lanes & Tie In Sections	1,926	SY	\$ 3.75	\$ 7,222.50
Seg 3-7	Striping (Includes all riased temporary markers where necessary & high build per GDOT specs)	1	LS	\$15,540.00	\$15,540.00
Sub-Total for Segment 3					\$351,531.00
TOTAL ESTIMATED COSTS FOR ALL WORK:					\$2,367,486.50
Start Date:					June 20th 2016
Days to Complete Project:					120 Days
Warranty:					2 Years



Authorized Signature

David Faust

Print Name

Vice President

Title

April 29, 2016

Date

Dawson Forest Road Rehabilitation Bid #275-16 IFB

WORK SESSION MAY 26, 2016



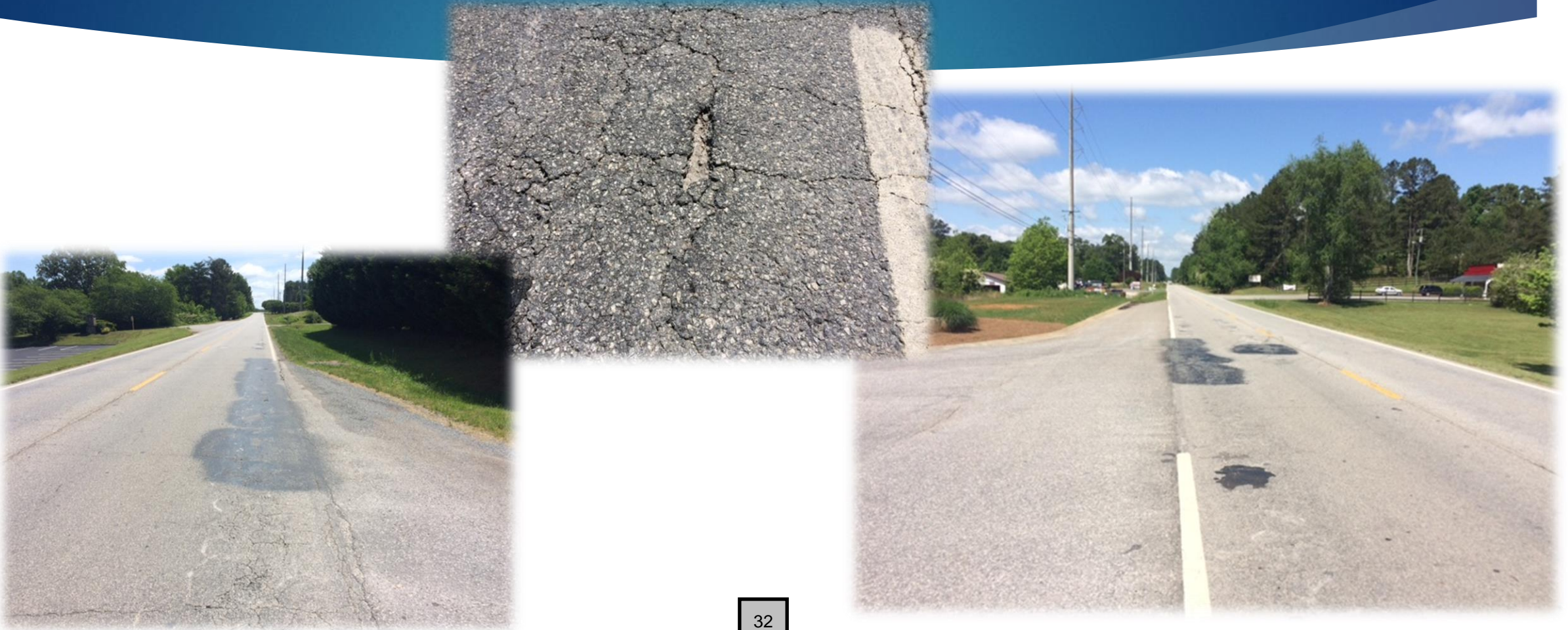
Background

- ▶ Originally constructed in the 1950's to access the Government property at Dawson Forest WMA
- ▶ SPLOST VI approved expenditure
- ▶ 30% base failure rule
- ▶ Heavily traveled east-west thoroughfare
 - ▶ Both commercial and residential traffic
- ▶ Multiple Schools, and Fire Station (Blacks Mill, Riverview Middle and Elementary, Fire Station 7)

Existing conditions



Existing conditions



Kelly Bridge Road Case Study

- ▶ Patched and repaved in 2-5 years ago
 - ▶ Base failure similar to what is present on Dawson Forest
 - ▶ 1800' were reclaimed full depth 10" with 55lb/SY Portland cement
- ▶ Within 3 months of completion similar problems occurred and continue to occur today, on patched section



Kelly Bridge Road Continued



Scope of Work

- ▶ Driving factors of the scope
 - ▶ Percent of Base failure – Currently approximately 42%
 - ▶ Longevity of the rehabilitated road – Case study
 - ▶ Safety
 - ▶ Adopted County road standards

- ▶ Segmented into three segments and two pricing options were requested for each segment
 - ▶ Segment 1 – Dawson Forest WMA property line to SR 9
 - ▶ Segment 2 – SR 9 to Round a bout
 - ▶ Segment 3 – Power Center Drive to SR 53

- ▶ Quantity pricing requested

Dawson Forest Road Rehab Segments

Segment 1

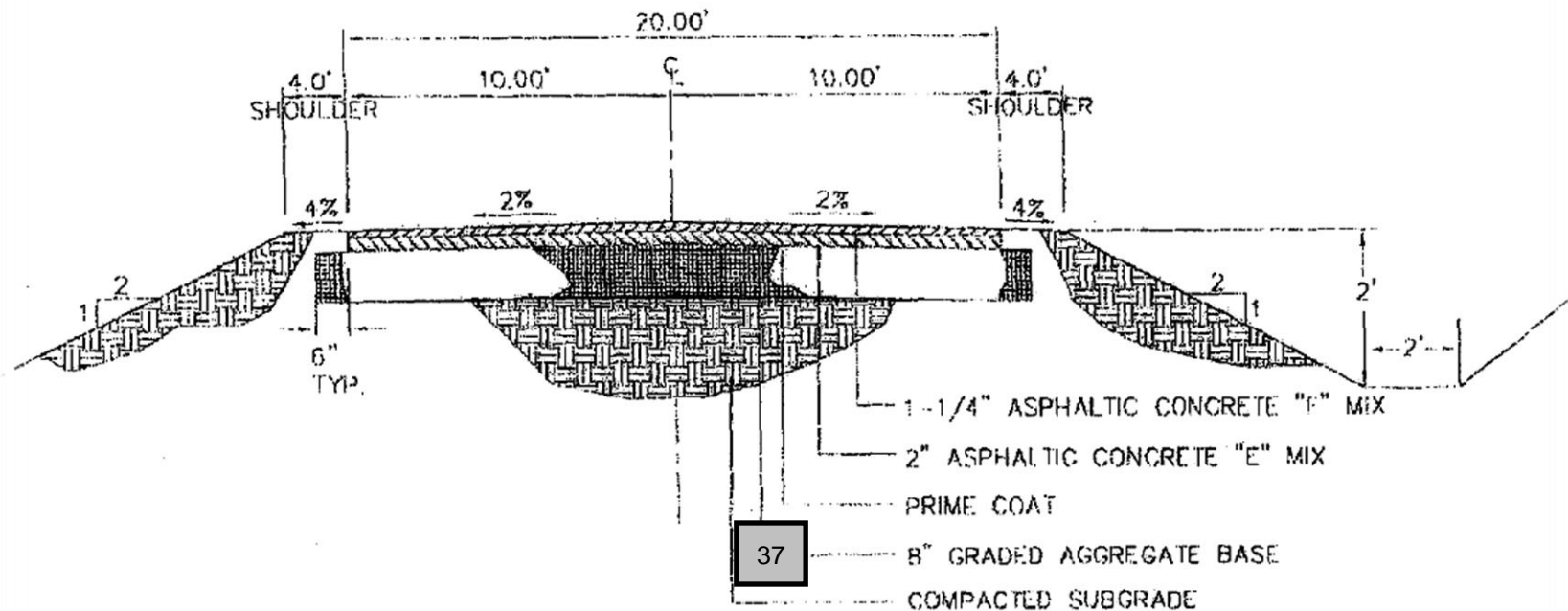
Segment 2

Segment 3

Power Center Dr. to the round-a-bout to be completed by private developers, coordinating with County Staff

County Road Standards

TYPICAL ROAD SECTION FOR COLLECTOR ROADS



Scope of Work Continued

Option 1 Deep Patch and Pave (DPP)

- ▶ Deep Patch width varied from 20'-22'
 - ▶ Areas identified and marked by Dawson County
- ▶ Widen out to get to 24' or 26'
- ▶ Mill 2" off
- ▶ 2" Perma Flex
- ▶ 1.5" 12.5MM topping
- ▶ Build Shoulders
- ▶ Striping

Option 2 Full Depth Reclamation (FDR)

- ▶ FDR 24'-26'
- ▶ 10" Deep with 55lb/SY
- ▶ 2" Asphalt Binder 19MM
- ▶ 1.5" Asphalt Topping 12.5MM
- ▶ 1.5" mill turn lanes and tie in sections
- ▶ Build Shoulders
- ▶ Striping

Budget

- ▶ Funds are available to complete the entire project as scoped, with SPLOST VI Public Works program changes

Total SPLOST VI Collections	\$4,385,575.60
Encumbered Balance	-\$1,960,346.97
YTD Remaining SPLOST VI Budget	\$2,425,228.63

Inspections of contracted work

- ▶ Staff will be present during the entire process
 - ▶ Verify asphalt and Portland load tickets
 - ▶ Test Portland cement content to verify meets or exceeds 55lb/SY
 - ▶ Verify asphalt mix and thickness complies with mix design
 - ▶ Verify asphalt test strip
 - ▶ Assure entire road is in compliance with the test strip
 - ▶ Staff will verify all quantities and audit invoices based on field observations

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **Mandatory Pre-Bid Meeting April 15, 2016 – 10 vendors present**
- ▶ **4 bids received**

Evaluation Committee

- ▶ David McKee, Public Works Director/SPLOST Administrator
- ▶ Eddie Savage, Operations Manager
- ▶ Gary Millholland, Foreman
- ▶ Steven Thomas, Foreman
- ▶ Davida Simpson, Purchasing Director (facilitator)

Pricing

Company	Option 2 FDR	Option 1 DPP
BLOUNT *	\$2,367,486.50	-
CW MATTHEWS	\$2,677,351.16	\$2,974,133.85
BALDWIN PAVING	\$2,715,152.82	-
BARTOW PAVING	\$2,834,903.85	\$2,955,529.55

*Authorize work to begin 7-1-16 (Total 4 month project duration to be completed November/December of 2016)

Recommendation

Staff respectfully requests the Board to award bid #275-16 IFB Dawson Forest Road Rehabilitation to the most responsive, responsible bidder, Blount Construction Company, Inc. from Marietta, GA for full depth reclamation services on Dawson Forest Road for a total expenditure of \$2,367,486.50 from SPLOST VI funds and approve the contract as submitted.

Backup material for agenda item:

3. Consideration of Bid #276-16 IFB Dawson Forest Pipe Rehabilitation

To view solicitation documents click [here.](#)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 5-26-16

Prepared By: Cara Ingley

Voting Session: 6-2-16

Presenter: David McKee

Public Hearing: Yes _____ No X

Agenda Item Title: Dawson Forest Road Pipe Rehabilitation

Background Information:

Dawson Forest Road is in need of major rehabilitation regarding drainage pipes and resurfacing. The 2009 county-wide culvert assessment identified structures #1082 and #1087 as needing rehabilitation. Structure #1082 is a 48" Reinforced Concrete Pipe (RCP) that is 127' in length. Structure #1087 is a 60" Coated Corrugated Metal Pipe (CMP) that is 120' in length. This is a SPLOST-VI approved expenditure. No road closures are expected.

Current Information:

This drainage pipe rehabilitation project was competitively bid out. A mandatory pre-bid meeting was held on 4-5-16 and 12 vendors were present. On the deadline date, 4 bids were received. The bidders were: IPR Southeast LLC, Townley Construction, Proshot Concrete, and Layne Inliner. IPR Southeast LLC was the lowest bidder with a lump sum of \$143,000 for both drainage structures. This pipe project will be coordinated with the road resurfacing project.

Budget Information: Applicable: X Not Applicable: _____

Budgeted: Yes X No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	4220	541401-R21	\$300,000	\$300,000	\$143,000	\$157,000

Recommendation/Motion: Staff recommends the Board award this pipe rehabilitation project to the lowest bidder, IPR Southeast LLC, for a cost of \$143,000.

Department Head Authorization: David McKee

Date: 5/17/16

Finance Dept. Authorization: Vickie Neikirk

Date: 5/17/16

County Manager Authorization: Randall Dowling

Date: 5-17-16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

See attached PowerPoint.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

BID #276-16 IFB DAWSON FOREST PIPE REHABILITATION

This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and IJR Southeast, LLC, (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Request for Proposal Bid #276-16 IFB Dawson Forest Pipe Rehabilitation** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, 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 Bid **#276-16 IFB Dawson Forest Pipe Rehabilitation** and all addenda, the Contractor's Bid Schedule, all Change Orders and Field 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, together with the Contractor's payment bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

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 Contractor.

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 Contractor 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 Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II

THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications and drawings of the Project and in accordance with the bid and specifications as outlined in Request for Proposal Bid #276-16 **IFB Dawson Forest Pipe Rehabilitation**.

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

Contractor shall provide all required labor, materials, tools, and equipment, supervision, insurance, bonds, etc. to perform the scope of work listed in the RFP and any addenda issued for the intermediate jail demolition. The purpose of this project is to replace all existing fenestrations that meet or exceed the International Building Code.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall complete the work within 60 calendar day period after notice to proceed.

3.1.2 The Contractor shall pay the Owner the sum of one hundred dollars (\$100.00) per day for each and every calendar day of delay not excused by Section 8.2.5.1 in achieving completion beyond the time set forth herein for completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part there, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1. "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.

3.3 Time is of the Essence

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

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the work required in the Bid Documents, the fixed sum of \$ 143,000.00 for furnishing materials, labor, and equipment necessary for the completion of Project #276-16. The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract. Actual quantities used for the subject work will be verified and paid using unit pricing as detailed in Request for Proposal Document, unless stipulated as "lump sum".

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Payment Procedure

5.1.1 Based upon the Contractor's applications and certificates for payment issued to the Owner, Owner shall make progress payments to the Contractor to be applied toward the Contract Price.

5.1.2 On or before the tenth day of each month after commencement of the work, the Contractor shall submit an Application for Payment for the period ending the last day of the prior month to the Owner in such form and manner, and with such supporting data and content, as the Owner may reasonably require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, i.e., labor, materials and equipment properly incorporated in the work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment incorporated in the work, less the total amount of previous payments received from the Owner for such labor, materials, and equipment. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the work has been properly performed in full accordance with this Contract. When Owner determines amounts requested to be properly owing to the Contractor, the Owner shall make partial payments on account of the Contract Price to the Contractor on a day to be determined each month in which application for payment is made.

5.1.3 The Contractor 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 Contractor or any other person or entity whatsoever. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall

have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees.

5.1.4 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.

5.2 Withheld Payment

5.2.1 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 Contractor to protect the Owner from loss because of:

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

5.3 Completion and Final Payment

5.3.1 When all of the work is finally complete and the Contractor is ready for a final inspection, Contractor 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 Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract.

5.3.2 The Contractor shall not be entitled to final payment unless and until the Contractor submits to the Purchasing Department an affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the work for which the Owner or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Manager or the Owner; and consent of the Surety to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.3.3 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Project Manager's execution of a final Certificate for Payment.

5.3.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor,

pending at the time of final payment, and identified in writing by the contractor as unsettled at the time of its request for final payment.

5.3.5 Payment shall be made at the unit rates as set out in the Pricing Schedule submitted by the Contractor for the Work for the quantities actually installed into the Work except as follows:

- (a) There are no exceptions.

ARTICLE VI

THE OWNER

6.1 Information, Services and Things Required From Owner

6.1.1 The Owner shall furnish to the Contractor, 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.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, three copies of the Contract Documents for execution of the Work.

6.2 Right to Stop Work

6.2.1 If the Contractor fails or refuses to perform the work in accordance with this Contract, the Owner may order the Contractor 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 Contractor 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 Contractor in accordance with the contract documents.

6.3 Owner's Right to Perform Work

6.3.1.1 If the Contractor's work is stopped by the Owner under Paragraph 6.2 and the Contractor 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 Contractor, 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 Contractor shall pay the difference to the Owner.

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor shall perform the work strictly in accordance with this Contract.

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

7.3 Warranty

7.3.1 The Contractor 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.

7.4 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work. The Contractor 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.

7.5 Supervision

7.5.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner.

7.6 Cleaning the Site and the Project

7.6.1 The Contractor shall keep the site reasonably clean during performance of the work. Upon final completion of the work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property.

7.7 Access to Work

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

7.8 Indemnity

7.8.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

7.8.2.1 In claims against any person or entity indemnified under this Paragraph 7.8 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Administration

8.1.1 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.

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

8.1.3 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 Contractor.

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

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

8.1.6 The Owner's Representative, shall, upon request from the Contractor, 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.

8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Owner 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.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this paragraph 8.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

8.2.3 ***Claims for Concealed and Unknown Condition*** - If concealed and unknown conditions are encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract or if unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this contract be encountered, then the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 *Claims for Additional Costs*

8.2.4.1 If the Contractor wishes to make a claim for an increase in the Contract Price, then as a condition precedent to any liability of the Owner, the Contractor shall give the Owner written notice of such claim within seven days after the occurrence of the event or the first appearance of the condition giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.2 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Owner has been established in a court of competent jurisdiction.

8.2.5 *Claims for Additional Time*

8.2.5.1 If the Contractor 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 Contractor's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Contractor 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 Contractor 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 Contractor's basis for requiring additional time in which to complete the Project.

8.2.6 *Claims for Weather Delays*

8.2.6.1 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 Contractor consistently works on Sundays prior to the claim. Weather Days are to be turned in within four weeks of the occurrence.

ARTICLE IX

CHANGES IN THE WORK

9.1 *Changes Permitted*

9.1.1 Changes in the work within the general scope of this Contract consisting of additions, deletions, revisions, or any combination thereof may be ordered without invalidating this Contract by Change Order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization.

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

9.2 Change Order Defined

9.2.1 Change Order shall mean a written order to the Contractor 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.

9.3 Changes in the Contract Price

9.3.1 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 Contractor 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 Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then as provided in Subparagraph 9.3.2 below.

9.3.2 If no mutual agreement occurs between the Owner and the contractor as contemplated in Subparagraph 9.3.1 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 Contractor 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.

9.3.3 If unit prices are provided in the Contract and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, then the applicable unit prices shall be equitably adjusted.

9.4 Notice to Surety; Consent

9.4.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent and approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE X

CONTRACT TERMINATION

10.1 Termination by the Contractor

10.1.1 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 Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor 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 Contractor for all work executed.

10.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice

to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 10.2.1.

10.2 Termination by the Owner

10.2.1 For Convenience

10.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

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

10.2.1.3 The Contractor 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 Contractor has.

10.2.1.4

- (a) The Contractor 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 Contractor fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement of the amount due to the contractor, the Owner shall pay the Contractor 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 Contractor'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 Contractor 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 10.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;

- iv. The total sum to be paid the Contractor under this Subparagraph 10.2.1 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.

10.2.2 For Cause

10.2.2.1 If the Contractor 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 Subcontractors 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 Contractor, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

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

10.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 10.2.2 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 10.2.1 and the provisions of Subparagraph 10.2.1 shall apply.

ARTICLE XI

INSURANCE

11.1 Contractor's Insurance Requirements

11.1.1 The Contractor shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability Insurance in an amount equal to One Million (\$1,000,000.00) Dollars.

11.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of Comprehensive General Liability Insurance required by Paragraph 11.1.1.

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

11.1.4 The Contractor shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law.

ARTICLE XII

MISCELLANEOUS

12.1 Governing Law

12.1.1 This Agreement is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

12.2 Successors and Assigns

12.2.1 The Owner and Contractor 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 Contractor shall not assign this Contract without written consent of the Owner.

12.3 Surety Bonds

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

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**

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: County Clerk

Title: _____



**BID #276-16 #276-16 IFB DAWSON FOREST PIPE REHABILITATION
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: IPR Southeast LLC

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

	Price
Structure #1082	\$68,000.00
Structure #1087	\$ 75,000.00
Lump Sum Total	\$ 143,000.00 **
Start Date	30-45 DAYS AFTER OWNER'S NTP
Days to Complete Project	60 DAYS AFTER START
Warranty	2 YEAR WARRANTY

- Vendors must attached applicable licenses and certifications

** PRICING BASED ON DIAMETERS & FOOTAGES AS PRESENTED IN CONTRACT DOCUMENTS. CURED-IN-PLACE PIPE (CIPP) BASED ON STYRENE RESIN & FELT LINER. WATER RECLAMATION NOT INCLUDED.


Authorized Signature

Patrick Maginn
Print Name

General Manager
Title

04-26-2016
Date

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

Dawson Forest Pipe Rehabilitation Bid #276-16 IFB

WORK SESSION MAY 26, 2016



Background

- ▶ SPLOST VI approved expenditure
- ▶ Anticipated budget \$300,000
- ▶ Road is in need of rehabilitation
- ▶ 2009 Countywide Culvert assessment completed by staff
- ▶ Culverts identified in report as Structure #1082 and #1087
 - ▶ Structure #1082
 - ▶ 48" RCP 127' in length
 - ▶ Structure #1087
 - ▶ 60" Coated CMP, 120' in length

Scope of Work

- ▶ Two factors driving the scope:
 - ▶ The depth at the inverts and the depth of the pipes
- ▶ Structure #1082 is approximately 12'-15' deep at the inverts, RCP. Mainline of the pipe is in good shape, with the downstream invert needing improvements.
 - ▶ Backfill eroded areas; replace pipe sections and headwall; Erosion control
 - ▶ No road closures expected
- ▶ Structure #1087 is approximately 40'-50' deep at inverts, coated CMP. Pipe is assumed to be fully deteriorated.
 - ▶ Jointless cured in place pipe (CIPP)
 - ▶ Same scope/material performed under industrial park road
 - ▶ No road closures expected

Structure #1082



63



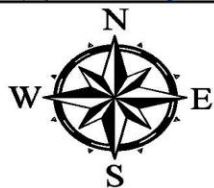
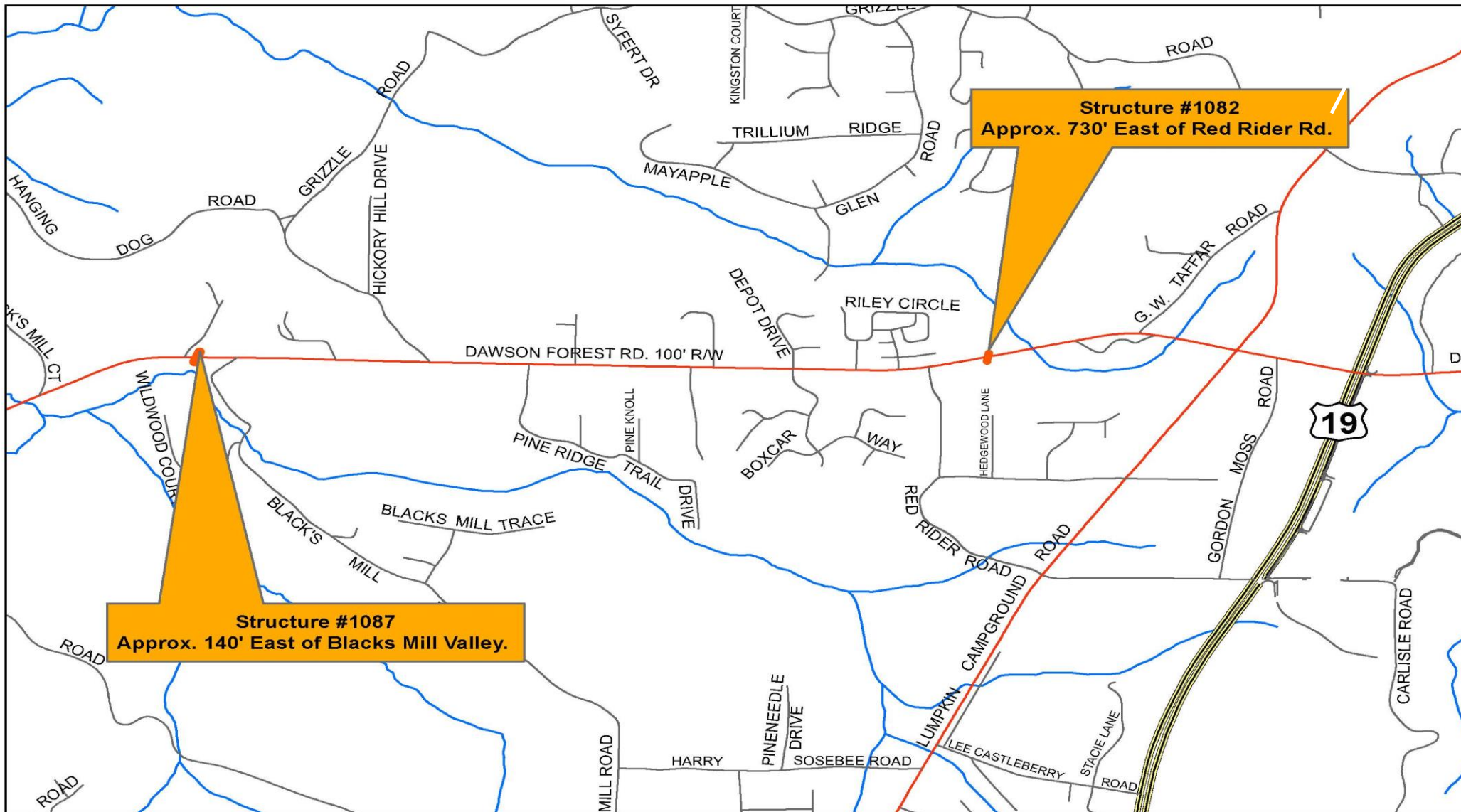
Structure #1087



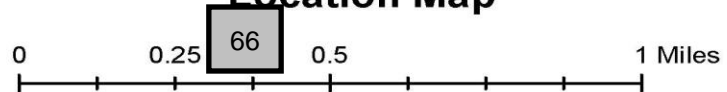
Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **Mandatory Pre-Bid Meeting April 15, 2016 – 12 vendors present**
- ▶ **4 bids received**

Pipe Locations



**Dawson Forest Pipe Rehabilitation
Location Map**



Evaluation Committee

- ▶ David McKee, Public Works Director/SPLOST Administrator
- ▶ Eddie Savage, Operations Manager
- ▶ Gary Millholland, Foreman
- ▶ Steven Thomas, Foreman
- ▶ Davida Simpson, Purchasing Director (facilitator)

Pricing

Company	Structure #1082	Structure #1087	Lump Sum
IPR SOUTHEAST LLC	\$68,000.00	\$75,000.00	\$143,000.00
TOWNLEY CONSTRUCTION	\$29,448.00	\$130,000.00	\$159,448.00
PROSHOT CONCRETE	\$118,406.00	\$69,488.00	\$187,894.00
LAYNE INLINER	\$223,172.40	\$128,319.10	\$351,491.50

Recommendation

Staff respectfully requests the Board to award bid #276-16 IFB Dawson Forest Road Pipe Rehabilitation to the most responsive, responsible bidder, IPR Southeast, LLC. from Stone Mountain, GA for pipe rehabilitation services on Dawson Forest Road for a total expenditure of \$143,000.00 from SPLOST VI funds and approve the contract as submitted.

Backup material for agenda item:

4. Consideration of the 2016 Local Emergency Operations Plan Update



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: May 26, 2016

Prepared By: Lanier Swafford

Voting Session: June 2, 2016

Presenter: Lanier Swafford

Public Hearing: Yes No

Agenda Item Title: Presentation of the 2016 Revision of the Local Emergency Operations Plan

Background Information:

The Local Emergency Operations Plan is one of several plans required for local governments by Georgia Emergency Management – Homeland Security Agency (GEMA-HS). This plan is renewed every four years and was last approved by this board in 2012. The revisions are valid for a period of four years; although constant updates are required to the appendix's to maintain the plans accuracy.

Current Information:

This year's plan revision offered no changes in roles and responsibilities concerning the 15 Emergency Support Functions. The only changes were to the contact names and numbers for local and state wide agencies, local elected officials, and GEMA Area and County Maps.

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: I move that the Dawson County Board of Commissioners approve the May 2016 Revision of the Local Emergency Operations Plan for Dawson County

Department Head Authorization: Lanier Swafford

Date: May 16, 2016

Finance Dept. Authorization: Vickie Neikirk

Date: 5/16/16

County Manager Authorization: Randall Dowling

Date: 5-16-16

County Attorney Authorization:

Date:

Comments/Attachments:

The 400+ page plan is available for review in the County Clerk's Office.



Dawson County Emergency Services

Lanier Swafford, Chief
Tim Satterfield, Deputy Chief - Operations
Ricky Rexroat, Deputy Chief - Administration
Danny Speaks, Assistant Chief / Training

393 Memory Lane
Dawsonville, Georgia 30534

(706) 344-3666 Office
(706) 344-3669 Fax

May 16, 2016

Dawson County Board of Commissioners

Ref: 2016 Update to the Local Emergency Operations Plan

Commissioners,

I have provided a copy for your review to the updates to the Local Emergency Operations Plan. This is a local plan required by the Georgia Emergency Management/Homeland Security Agency. It describes the fifteen (15) Emergency Support Functions and local responsibilities within each Emergency Support Function. The document is required to be officially updated every four years and submitted to GEMA/HS.

The proposed document has been updated to reflect the appropriate contacts, along with their information for each listed agency/office. In addition, it contains an updated Emergency Operations Center policy and updated county, GEMA Field Coordinator, and GEMA School Safety Maps. No other changes have been made to the plan, as it continues to reflect the appropriate staffing agencies, responsibilities, and intended outcomes for the community.

I welcome any questions and hope you will consider approving this document revision on the May 26th Work Session.

With regards,

Lanier Swafford

Fire Chief/EMA Director

Mission Statement

Dawson County Emergency Services is committed to the preservation of life and protection of property of the citizens of Dawson

Mission Statement

Dawson County Emergency Services is committed to the preservation of life and protection of property of the citizens of Dawson

Backup material for agenda item:

5. Consideration of proposed Memorandum of Agreement between Lanier Technical College and the Dawson County Board of Commissioners



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: 05/26/16

Prepared By: Lanier Swafford

Voting Session: 06/02/2016

Presenter: Lanier Swafford

Public Hearing: Yes No

Agenda Item Title: Memorandum of Agreement between Lanier Technical College and Dawson County Board of Commissioners

Background Information:

For many years the EMT/Paramedic Training Programs at Lanier Technical College have partnered with area ambulance services to provide students with field experience during their training programs. The technical college arranges these opportunities with local participating departments and provides and assumes the liability for the students while on duty. Dawson County has participated in this program in the past.

Current Information:

Lanier Technical College has approached DCES about again becoming a clinical site for the EMT and Paramedic Students. This is due to the fact the caliber of employees and level of treatment provided here makes Dawson County a desirable site for clinical training experiences. In turn, Dawson County has the opportunity to evaluate students in training to possibly identify future employees.

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: I move that Dawson County approve the MOA with Lanier Technical College for clinical opportunities for EMT and Paramedic Students.

Department Head Authorization: Lanier Swafford

Date: 05/10/2016

Finance Dept. Authorization: Vickie Neikirk

Date:

County Manager Authorization: Randall Dowling

Date: 5-16-16

County Attorney Authorization:

Date:

Comments/Attachments:

The County Attorney has reviewed the attached MOU.

**Memorandum of Agreement
between
Lanier Technical College
and
Dawson County Board of Commissioners**

I. Purpose

The purpose of this Memorandum of Agreement (“Agreement”) is to provide instruction and practice for Lanier Technical College Students (“Students”) at the Dawson County Fire & Emergency Services. The instruction and practice is intended to benefit the College’s Students in accomplishing their educational goals and create a highly trained work force.

II. Parties

Lanier Technical College (hereinafter the “College”) and Dawson County Board of Commissioners (hereinafter the “Facility”).

III. Affiliating Agreement

This is a mutual Agreement between the Facility and the College that provides for the Facility to accept Students in the Emergency Medical Services programs for College faculty coordinated clinical experience in the Students’ field of study. In addition, this agreement provides:

- A. Educational experiences will be provided by the College and the Facility without regard to race, color, national origin, sex, religion, disability, genetic information or age of the persons involved. Provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude Participant’s participation in the program.
- B. While the educational experiences contemplated by this agreement shall be offered jointly, the College shall maintain control over the curriculum offered the College’s Students and the Facility shall maintain control and responsibility for its patients/clients.
- C. Educational experiences will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the College and the Facility. The starting and ending date for each individual educational experience shall be agreed upon before the experience commences.
- D. The number of Students participating in each educational experience shall be

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Dawson County Board of Commissioners

determined by mutual agreement of the parties and at any time may be modified by mutual agreement.

- E. The Facility will serve as a clinical laboratory and will furnish facilities for the Students in such manner and at such time as the parties herein mutually agree.
- F. The Facility will not be required to provide free treatment for Students or College faculty. Students or College faculty may request treatment from the Facility at their own personal expense. The College does not accept any liability or responsibility whatsoever for treatment individually requested by a College Student or College faculty member.
- G. Clinical rotation(s) will be planned by the College faculty of the College program(s), in conjunction with the Facility's representative, in order to meet requirements mandated by the College or licensing/certification Board.
- H. No College faculty or Student will receive monetary or other type of reimbursement from the Facility for work done during the clinical rotation. Nor shall any College faculty or Student hold him or herself out as an employee or agency of the Facility during the clinical rotation.

IV. The Facility Agrees To The Following:

- A. Provide a program of clinical experience for the Students to engage in so as to benefit their knowledge of the Student's program of study at the College. The number of hours and experience may vary each year but will be mutually agreed upon with the College.
- B. The Facility will retain responsibility for the care of the patients, clients and/or customers and will maintain administrative and professional supervision of Students, insofar as their presence affects the operation of the Facility and/or patient, client or customer care.
- C. Observe the following personnel policies:
 - 1. College faculty and Students will be permitted to observe the College's calendar for holidays and events.
 - 2. Students will be allowed to make up time lost due to unavoidable absences.

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3. Students shall wear the accepted College uniform or conform to Facility policies regarding acceptable dress during the clinical experience.
 4. Faculty employed by the Technical College System of Georgia (“TCSG”) or the College will be under the full jurisdiction of the College’s administration.
- D. The Facility shall maintain insurance as it deems advisable to protect itself as appropriate given the College’s limitations on liability for damages as described below in Paragraph V, subsections (I), (J) and (K).
- E. Make provisions for orientation of College faculty members to the facilities, philosophies, and policies of the respective Facility. Such orientation shall include instruction on the Facility’s privacy policies and procedures, particularly as related to patient health or other confidential information.
- F. Assist in the orientation of the Students to the Facility and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Facility policies. Such orientation shall include instruction on the Facility’s privacy policies and procedures, particularly as related to patient health or other confidential information.
- G. In a case of improper exposure to bodily fluids, airborne tuberculosis, pathogens, antibody and or antigen by a Student or College faculty member, the Facility will use its best efforts to appropriately test the source patient and to obtain the patient’s consent for disclosure of test results to the College’s infection control personnel.
- H. Facility staff shall, upon request, assist the College and College faculty in the evaluation of the learning and performance of participating Students. The Facility agrees to keep confidential any Student records or information it may obtain unless it has otherwise obtained prior written consent of the Student.
- I. Provide on the job training that complies with the Fair Labor Standards Act regarding trainees by meeting all six of the following criteria:
1. The training, even though it includes actual operation of the Facility, is similar to that which would be given at the College;
 2. The training is for the benefit of the Students;
 3. The Students do not displace regular employees of the Facility, but work under constant supervision of Facility employees;

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4. The Facility that provides the internship derives no immediate advantage, economic or otherwise, from the activities of the Students and, on occasion, the operations of the Facility may even be impeded;
 5. The Students are not necessarily entitled to a job at the Facility at the conclusion of the training period; and
 6. The Facility and the Students understand that the Students are not entitled to wages for the time spent in training.
- J. Provide a safe work environment for College faculty and Students.
- K. Assist and cooperate with the College in investigations related to complaints related to the educational experience at the Facility.

V. The College Agrees To The Following:

- A. Ensure that the College's Student Code of Conduct is enforced for the Students at the Facility. Any Student whose behavior, conduct, attitude, or attire is in conflict with the College's Student Code of Conduct will be subject to appropriate disciplinary actions.
- B. Provide College faculty in accordance with the required student-faculty ratio as mandated by the state licensing/certification agency or by the local Facility regulation(s).
- C. Provide College faculty who have experience in specialty area where they will be supervising Students.
- D. Assure that Students with unsatisfactory performance in the classroom and/or clinical practicum will not be placed on clinical assignments.
- E. Provide specific written clinical behavioral objectives for the Facility staff prior to Student rotation. Conferences will be scheduled with Facility staff during rotation to discuss Student learning, Student performance, and patient services.
- F. Submit a schedule with names of attending Students at least two weeks prior to the beginning of the Student's first day at the Facility.
- G. Provide for all administrative functions required by the Facility necessary for smooth operation of the program (i.e., joint review of the use of clinical

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facilities).

- H. Require the observance of Facility policies and procedures by the Students and faculty.
- I. Assure that each Student and College faculty member has professional liability insurance with minimum coverage of one million dollars to cover his or her acts or omissions.
- J. The College is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$3,000,000) per occurrence; the College also maintains workers' compensation insurance through the State of Georgia.
- K. The College is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Para. 6, Constitution of the State of Georgia. The College will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. § 50-21-20 et seq.)
- L. The College shall, to the extent required by law or policy, offer to Students and College faculty at substantial risk of directly contacting body fluids or airborne tuberculosis, pathogens, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and the Centers for Disease Control and Prevention. The College shall follow then current Technical College System of Georgia Policy following an exposure of a college faculty or Student.
- M. Maintain the following information on each Student and College faculty member who will be participating in clinicals:
 - Student contact information and student academic records.
 - a. Before the student begins, the facility will provide a listing of health related documentation required. Student will provide these documents to Lanier Technical College with assigned personnel to maintain on behalf of the facility.

VI. Withdrawal of Student from Facility

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- A. The Facility may request the College withdraw any Student from the educational experience at the Facility whose work or conduct may have a detrimental effect on patients or personnel; and/or reserves the right not to accept any Student who has previously been discharged by the Clinical Institute for non-discriminatory reasons, including but not limited to criminal or fraudulent activity, perceived lack of competency or failure to comply with the policies, procedures and rules of the College or Facility.
- B. The College may request the withdrawal from the Facility of any Student whose progress, achievement, or adjustment does not justify continuance in the educational experience at the Facility.

VII. Representatives

Any communication regarding this contract should be directed to the following representatives:

For the College:

Dr. Deanne Dotson Collins
Dean of Allied Health
2990 Landrum Education Drive
Oakwood, GA 30566
dcollins@laniertech.edu

For the Facility:

Dawson County Board of Commissioners
Lanier Swafford, Chief (POC)
25 Justice Way, Suite 2313
Dawsonville, GA 30534

VIII. Prohibition of Gratuities

All of the parties hereby certify that the provisions of O.C.G.A. § 45-10-20 through § 45-10-28, which prohibit and regulate certain transactions between State Officials, employees and the State of Georgia, and O.C.G.A. § 45-1-6, which prohibits gratuities,

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have not been violated and will not be violated in any respect throughout the term of this Contract.

IX. Additional Mutual Agreements

A. Background Check and Drug Screen

Before the Student begins his or her educational experience at the Facility, each Student may be required by the Facility to submit to [drug testing, background check, etc.]. All testing and results are to be controlled by the Facility. Students who refuse or fail to meet the Facility's standards on these tests may be withdrawn from participation in the clinical experience at the Facility at the Facility's request. No information regarding the specific deficiencies of the Student's test results shall be shared with the College.

B. Confidentiality

Students and College Faculty shall not disclose to any third party, except as permitted or required by law or approved by the Facility in writing, any medical record or other patient information. Students and College faculty shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations and policies of the Facility regarding the confidentiality of patient information.

College acknowledges that the Facility must comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320 et seq. ("HIPAA") and its related regulations. College, Students and College faculty shall not request, use or further disclose any Protected Health Information ("PHI") other than for the treatment and training purposes specified in this Agreement. The College will promptly report to the Facility any uses or disclosures of which the College becomes aware of PHI in violation of this Agreement.

C. Licensing

The College will not knowingly assign any College faculty to the Facility who is not appropriately licensed or certified, and will make evidence of the licensure or certification of its assigned faculty available to the Facility upon request.

D. Exposures to Bloodborne or Other Pathogens

In the event of an exposure, the College will be responsible for offering appropriate testing to the affected Student or College faculty, providing appropriate medical care, counseling, and

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recordkeeping in accordance with the College exposure control plan. In no instance shall the College's responsibility as defined in the paragraph exceed a period of one year after the Student or College faculty leaves the program in accordance with State Policy.

X. Miscellaneous

A. Term

1. The terms and conditions of this agreement shall be periodically reviewed by the parties.
2. This agreement will remain in effect until January 1, 2018.
3. Either party may terminate this agreement upon a 90 day notice in writing to the other party. However, if either party wishes to terminate this agreement it is understood that Students then enrolled in the educational experience at the facility shall be given the opportunity to complete the educational experience.

B. Entire Agreement

This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

C. Assignment

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

D. Applicable law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

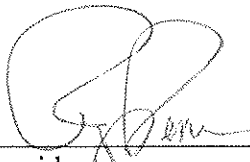
E. Amendments in Writing

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No amendment of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

Lanier Technical College

Dawson County Board of Commissioners



President

Signing Party, Title

4/5/16

Date

Date

Lanier Technical College does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in its programs, admissions, employment, or any other activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies that include Title VI, Title IX, 4505. Inquiries concerning application of this policy may be referred to Ms. Nancy Beaver, 2990 Landrum Education Drive, Oakwood, GA 305

Backup material for agenda item:

6. Consideration of Memorandum of Understanding between Northeast Georgia Medical Center and the Dawson County Board of Commissioners regarding data sharing for the purpose of attempting to improve outcomes for patients who suffer sudden cardiac arrest



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: May 26, 2016

Prepared By: Lanier Swafford

Voting Session: June 2, 2016

Presenter: Lanier Swafford

Public Hearing: Yes No

Agenda Item Title: MOU Between Northeast Georgia Medical Center (NEGMC) and the Dawson County Board of Commissioners Regarding Sharing Cardiac Arrest Data

Background Information:

In an attempt to better track crucial data associated with cardiac arrest patients across their service area, NEGMC is requesting a MOU between the hospital and Dawson County to share specific data regarding this type of medical event.

Current Information:

Current, national survival rates for cardiac arrest are 10%. This can only be improved through research, education, technological advances, and personal choices of individuals. Dawson County has recently made a significant investment in cardiac care with the purchase of three LUCAS mechanical chest compression devices and two new cardiac monitors capable of take 12 lead electro cardio grams and transmitting that data to the receiving hospital prior to the patient's arrival.

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: I move to approve the Memorandum of Understanding between Northeast Georgia Medical Center and the Dawson County Board of Commissioners.

Department Head Authorization: Lanier Swafford

Date: May 13, 2016

Finance Dept. Authorization: Vickie Neikirk

Date: 05.19.16

County Manager Authorization: Randall Dowling

Date: 5-26-16

County Attorney Authorization:

Date:

Comments/Attachments:

MOU is attached. The county attorney has reviewed the MOU and his recommended changes have been incorporated into the MOU.

Northeast Georgia Regional STEMI System

Out of Hospital Cardiac Arrest

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between:

Northeast Georgia Regional STEMI System / Northeast Georgia Medical Center (NEGMC) and Dawson County Board of Commissioners (Dawson County)

- A. Purpose:** To track the location and survivability of out of hospital cardiac arrest in the county in which Dawson County provides emergency 911 response and improve survival of out of hospital cardiac arrest throughout the county and region. Without the collaborative effort between pre-hospital agencies and hospitals the dismal survivor rate of less than 10% will never improve. Objective results will allow those in leadership to make clear decisions as to where to increase education, personnel, EMS presence, and other resources needed to protect the citizens of each county. This program has been approved by and is overseen by a formal Cardiac Arrest Committee as well as approved by the NEGMC Institutional Review Board (IRB).
- B. Roles and Responsibilities:** Each agency has specific information and data crucial to the overall understanding of how to increase the survivability of out of hospital cardiac arrest. To make sure this is compiled, entered, and analyzed effectively each agency must agree to certain roles and responsibilities as outlined below.

NEGMC agrees to: **Responsibility / Activity**

Input data into and maintain the International Cardiac Arrest registry (INTCAR) on all cardiac arrest with ROSC transported to the Northeast Georgia Medical Center.

Input data into and maintain the internal cardiac arrest database for all patients transported to Northeast Georgia Medical Center.

Input data into and maintain the internal cardiac arrest database for all patients NOT transported to Northeast Georgia Medical Center. These data will contain no PHI.

Provide feedback to Dawson County in the form of outcome reports as well as dataset analysis on a regular and as needed basis.

Dawson County agrees to: **Responsibility / Activity**

Designate and internal staff member to be responsible for data collection and communication between NEGMC and Dawson County.

Provide the patient name, age, date of service, and other pertinent information for each cardiac arrest transported to NEGMC.

Provide limited non-PHI for each cardiac arrest NOT transported to NEGMC

Provide a patient care report for each patient transported NEGMC.

- C. **Reporting Requirements:** Northeast Georgia Medical Center will be responsible for all collecting, collating, and submitting data monthly as well as provide specific information for internal review and adjudication. Dawson County will ensure all data are submitted by the 15th of the month for all cardiac arrest patients from the previous month.
- D. **Timeframe:** This MOU shall commence on the 1st day of July, 2016 and shall continue through the 31st day of December, 2016. The terms hereof shall automatically renew each year unless either party hereto provides thirty (30) days' notice of intent to terminate the terms hereof. The total obligation of the County for the calendar year of execution and for each renewal term shall be the obligation set forth herein. The terms hereof shall terminate absolutely and without further obligation on the part of either party at the close of 2016 and at the close of each succeeding calendar year for which the terms hereof are renewed. The terms hereof 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.
- E. **Confidentiality:** In order to ensure the safety of patients, all parties to the Memorandum of Understanding (MOU) agree to adhere to the confidentiality expectations as outlined in Federal HIPAA Privacy Rules. Any data collected as of the date of the termination shall remain with Northeast Georgia Medical Center and become the exclusive property of Northeast Georgia Medical Center.

This Memorandum of Understanding is the complete agreement between Northeast Georgia Medical Center and the Dawson County Board of Commissioners and may be amended only by a written agreement signed by each of the parties involved.

Northeast Georgia Medical Center

Authorized Official: _____

Printed Name and Title _____

Address: 743 Spring Street Gainesville, GA 30501

Telephone: (770) 219-2044

Email Address: Jason.grady@nghs.com

Dawson County Board of Commissioners

Authorized Official: _____

Printed Name and Title: _____

Address: 25 Justice Way Dawsonville, GA 30534

Telephone: (706) 344-3500

Email Address: chairman@dawsoncounty.org

Backup material for agenda item:

7. Consideration of proposed Memorandum of Understanding between the City of Dawsonville and the Dawson County Board of Commissioners for Domestic Water Fire Protection Inspection



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: May 26, 2016

Prepared By: Lanier Swafford

Voting Session: June 2, 2016

Presenter: Lanier Swafford

Public Hearing: Yes No

Agenda Item Title: City / County MOU for Domestic Water Fire Protection Inspection

Background Information:

In an attempt to provide employees of Dawson County Emergency Services continuity in how and when fire hydrants are inspected to comply with the current recommendations of the Insurance Services Office (ISO), the city has drafted this MOU to outline and define each party's roles and responsibilities.

Current Information:

This agreement is very similar to the current agreement between the County and Etowah Water and Sewer Authority as addressed in the MOU for the Splash Pad at Rock Creek Park, where each party's roles and responsibilities are outlined. This is important as it provides detailed responsibility needed to perform the water system evaluation, which is 40% of the ISO Public Protection Class Rating which now is a combined rating for both the County and the City.

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: I move that the Memorandum of Understanding between the City of Dawsonville and the Dawson County Board of Commissioners be approved.

Department Head Authorization: Lanier Swafford

Date: 05/13/2016

Finance Dept. Authorization:

Date:

County Manager Authorization: Randall Dowing

Date: 5/23/16

County Attorney Authorization:

Date:

Comments/Attachments:

The attached MOU was provided to Mr. Homan, County Attorney, for review on 05/13/16.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF DAWSONVILLE AND THE DAWSON COUNTY EMERGENCY

SERVICES DOMESTIC WATER FIRE PROTECTION INSPECTION TO BE DETERMINED FOR

I.S.O. RATING

This memorandum of understanding (MOU) is made and entered into between the City of Dawsonville and the Dawson County Fire Department this ____ day of _____, 2016 for the purposes of providing domestic water fire protection inspection to be determined for annual I.S.O. rating.

WHEREAS, The City of Dawsonville desires to enter into a MOU with the Dawson County Emergency Services for Domestic Water Fire Protection Inspection services of its existing service lines within the Emergency Services District inside of the city of Dawsonville city limits. The purpose of this MOU is to ensure that the Emergency Services has access to water wherever available for firefighting purposes; and that the service line flows meet the requirements of the Adopted 2012 edition for the International Fire Code approved by the City, County and DCA and Section 507.

WHEREAS, This MOU WILL COVER THE REQUIREMENTS OF BOTH Insurance Services Organizations (ISO) and National Fire Protection Agency (NFPA) GUIDELINES TO ensure maximum available coverage in the areas inside or outside the Dawsonville City limits; and,

WHEREAS, The parties desire to enter into this MOU in order to show secured, tested, inspected and maintained water sources for firefighting operations, which will result in improved ISO ratings to outlying coverage areas, lowering insurance premiums for all residents and businesses within those areas.

NOW THEREFORE THE City of DAWSONVILLE AND DAWSON COUNTY EMERGENCY SERVICES MUTUALLY AGREE AS FOLLOWS:

1. City hereby grants the Fire Department the following:
 - Permission to use its fire hydrants for firefighting operations;
 - Permission to test at will annually and maintain as required its fire hydrants. It is recommended these tests are conducted during the times school is not in session, (spring break, etc);
 - Provide maps of the water system and water mains, water main types, water main sizes, wells, storage tanks, and fire hydrant locations;
 - Authority to provide identification system for tracking and record keeping of fire hydrants; and

- Authority to paint, provide lubricants and any other materials required to perform maintenance and testing.

2. The Emergency Services shall provide to the City of Dawsonville:

- A record of water amounts used during firefighting operations;
- Personnel to perform maintenance and annual testing of fire hydrants; complete records documenting maintenance and annual testing performed and hydrant pressure; and
- Reports outlining any issues requiring repair found during maintenance and testing.

3. The Emergency Services shall contact the City to schedule tests. Tests are to be performed at the discretion of the Fire Department without interruption in order to meet the required testing results set forth in the adopted City, County, DCA Fire Code Manual.

4. This MOU shall terminate pursuant to the terms hereof or by operation of law. This MOU may be terminated by either party upon delivery of written notice to the other party not less than thirty (30) days prior to the effective date of the termination. Termination by either of the parties shall not nullify any obligation hereunder required to have been performed prior to the date of termination.

5. Any amendments to this MOU shall be in writing signed by both parties.

6. This MOU shall be governed by the laws of the state of Georgia.

7. This MOU constitutes the entire agreement of the party and there are no other agreements, verbal or otherwise, that are a part of this MOU.

8. To the extent permitted by law, each party shall indemnify and hold harmless the other party from and against liability, claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from performance of the obligation of each respective party caused by any act or omission of such party or a contractor of such party.

9. This MOU is contingent upon each of the parties making such appropriations as are necessary to effectuate the MOU. The decision by the governing body of the party as to appropriations shall be final.

IN WITNESS HEREOF, the parties have executed the MOU as of the date first written above.

SIGNATURES ON THE FOLLOWING PAGE

City of Dawsonville

Dawson County Emergency Services

James Grogan, Mayor

Lanier Swafford, Director of EMS

ATTEST:

Approved: Dawson County Board of
Commissioners

Bonnie Warne, City Clerk

Mike Berg, Chairman

ATTEST:

APPROVED AS TO FORM:

Danielle Yarbrough, County Clerk

Dana Miles, Esq., City of Dawsonville
Attorney

Backup material for agenda item:

8. Consideration of Courthouse Canopy Final Revisions



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Administration

Work Session: 5-26-16

Prepared By: Randall Dowling

Voting Session: 6-2-16

Presenter: Randall Dowling, County Manager

Public Hearing: Yes _____ No

Agenda Item Title: Approval of Courthouse Canopy Final Revisions

Background Information:

The Board of County Commissioners requested a canopy to be constructed in front of the courthouse connecting the front door to the handicapped parking spaces including a vehicle drop-off area. Rosser, the original architect firm for the courthouse, prepared three canopy options for the Board's consideration and presented those three options during the April 14, 2016 work session. During the April 21, 2016 voting session, the Board approved Option #3 with revisions.

Current Information:

Rosser has completed the revisions to Option #3 as attached. If approved, Rosser will complete the canopy design suitable for bidding, county staff will competitively bid this project out, and the Board will award the bid. The project should be completed by the end of the year. This is a SPLOST – V project and is budgeted at \$250,000. Thus far, \$12,010 has been committed for design fees.

Budget Information: Applicable: Not Applicable: _____

Budgeted: Yes No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
315	1565	541300-C63	\$250,000	\$250,000	\$250,000	\$0

Recommendation/Motion: Approved the revisions to Option #3 and authorized staff to bid out the project.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 5/17/16

County Manager Authorization: Randall Dowling

Date: 5-17-16

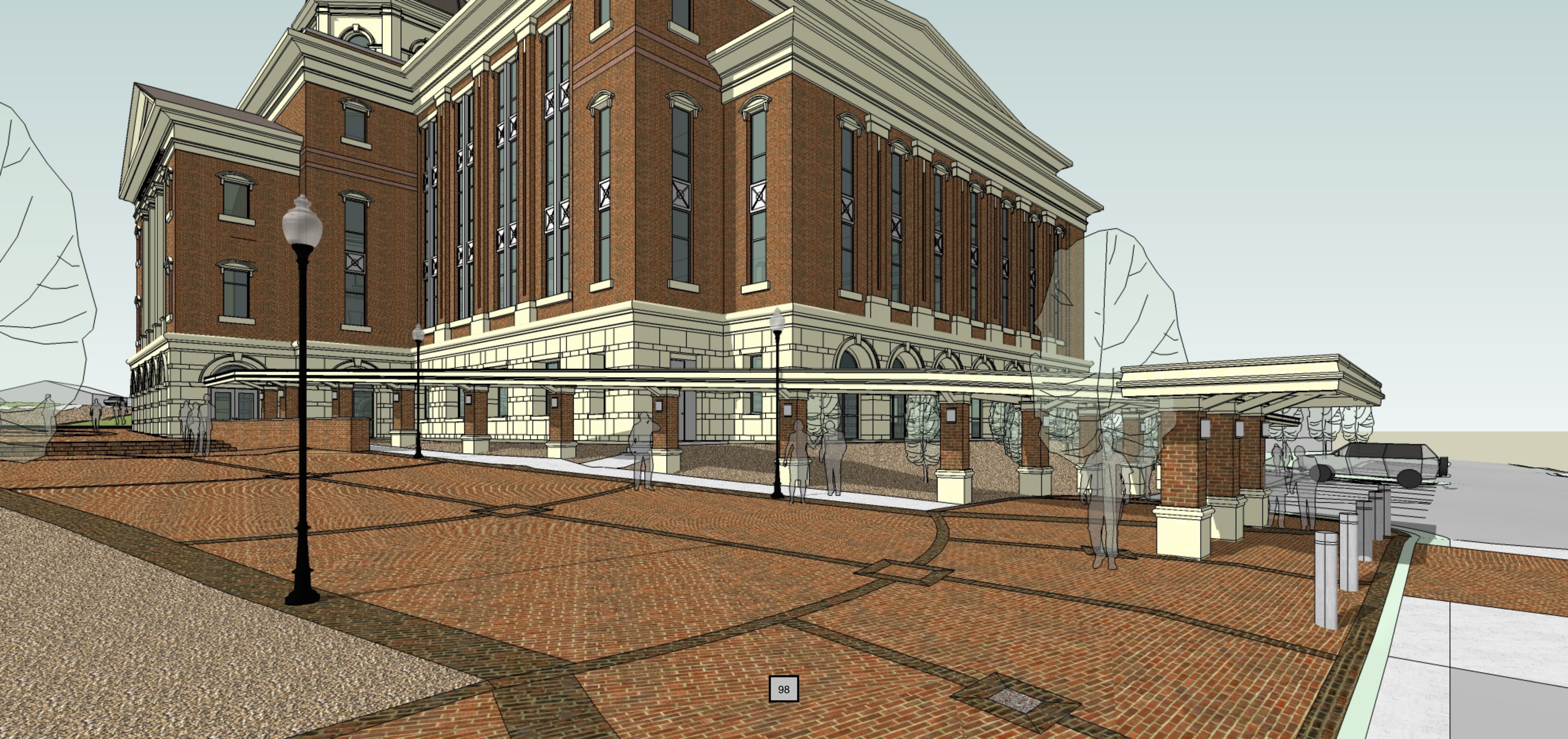
County Attorney Authorization: _____

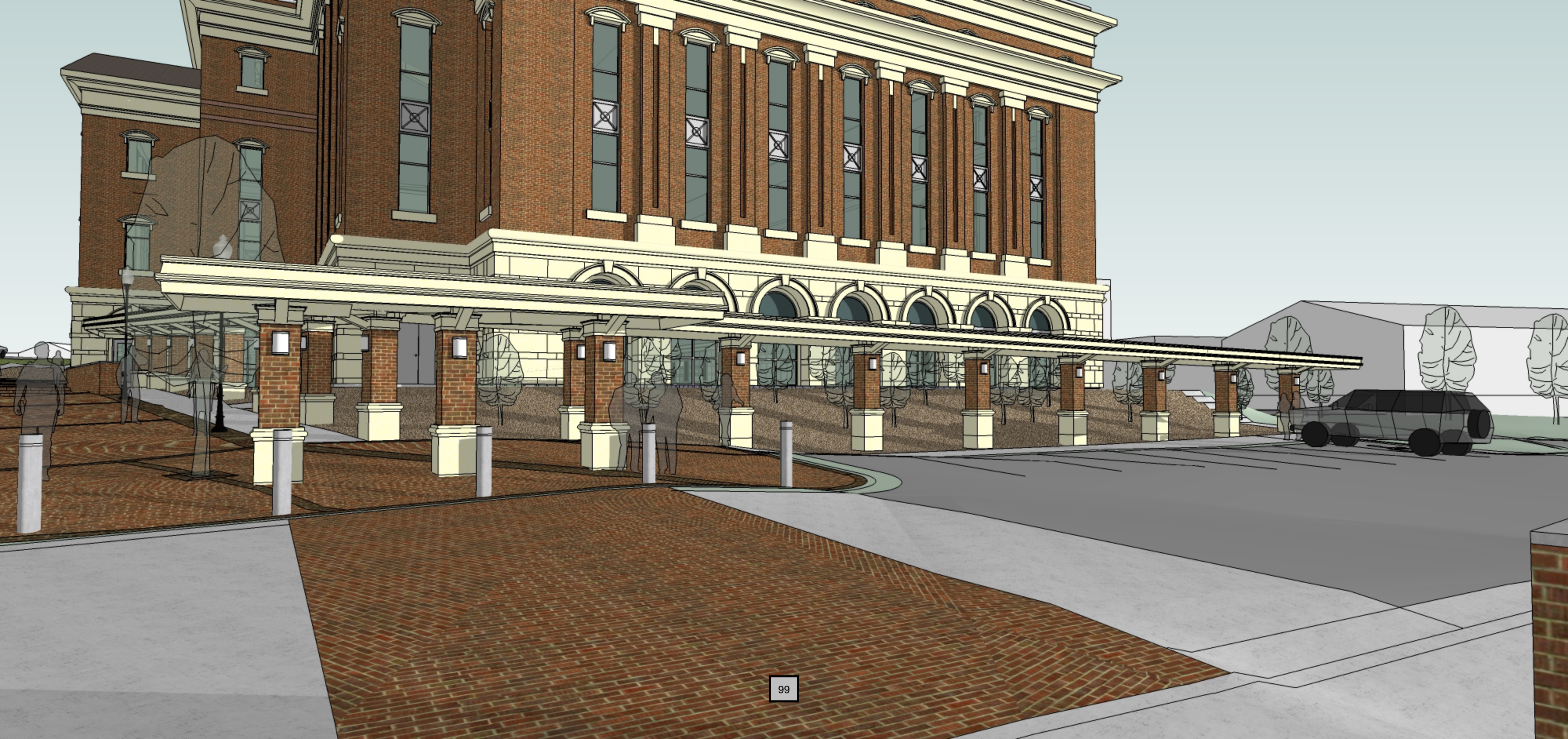
Date: _____

Comments/Attachments:

Attached are: 1) canopy revisions as requested from the April 21 voting session. 2) minutes from the April 21 voting session.







Sean Courtney, 4212 Post Road, Cumming, GA- spoke on behalf of the applicants. Courtney stated that the applicants had purchased their property back in 2009 with the intent of being able to raise farm animals. There have been no complaints from neighbors nor have they been considered a nuisance. It is their intent to remain in the home for many more years and wish to rezone just in case regulations were to change in the future.

Chairman Berg asked if anyone wished to speak for or against the application and hearing none, closed the hearing.

Motion passed unanimously to approve ZA 16-01. Nix/Swofford

PUBLIC HEARING:

Electronic Cigarette Ordinance (1st of 2 hearings)

Chairman Berg opened the hearing and asked if there was anyone present who wished to be heard on the matter of the Electronic Cigarette Ordinance, and hearing none, closed the hearing. The next hearing will be held on May 5, 2016.

Vacant and Burned Structures Ordinance (1st of 2 hearings)

Chairman Berg opened the hearing and asked if there was anyone present who wished to be heard on the matter of the Vacant and Burned Structures Ordinance, and hearing none, closed the hearing. The next hearing will be held on May 5, 2016.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Consideration of Courthouse Canopy Options

→ Motion passed unanimously to go with a revised version of Option 3 to include a smaller canopy which would go out to the edge of the street. Swafford/Hamby

Consideration of 2016 Arbor Day Proclamation

Motion passed unanimously to approve the 2016 Arbor Day Proclamation. Nix/Hamby

Re-Consideration of Bid #265-16 RFP IT Servers- Revised

Motion passed unanimously to table re-consideration of Bid #265-16 RFP IT Servers- Revised until the Voting Session on May 5, 2016. Swafford/Nix

Consideration of request for additional funds for the District Attorney to cover legal expenses associated with murder trial

Motion passed unanimously to approve request for additional funds for the District Attorney to cover legal expenses associated with murder trial. Hamby/Nix

Consideration to move forward with public hearings on May 17, 2016 and May 19, 2016 regarding adoption of the 2016 Land Use District Map

Motion passed unanimously to move forward with public hearings on May 17, 2016 and May 19, 2016 regarding adoption of the 2016 Land Use District Map. Swafford/Hamby