

**DAWSON COUNTY BOARD OF COMMISSIONERS  
WORK SESSION AGENDA - THURSDAY, AUGUST 23, 2018  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
4:00 PM**

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**NEW BUSINESS**

1. Presentation of Proposed Agreement with Board of Education Regarding Special Event Officers- Sheriff Jeff Johnson
2. Presentation of Request for Additional Position- Nicki Vaughan, Chief Assistant Public Defender-Administration
3. Presentation of Application for Parade & Assembly - *Bootlegger Triathlon* - Public Works Director David McKee
4. Presentation of RFP #319-18 - Water Tank for the Wildcat Community- Emergency Services Director Danny Thompson
5. Presentation of Dawson County Transit Drug and Alcohol Testing Policy- Senior Services Director Dawn Pruett
6. Presentation of FY 2019 Georgia Department of Transportation / Federal Transit Administration Section 5311 Transit Contract- Senior Services Director Dawn Pruett
7. Presentation of Recommendations for Security and Monitoring of County Computers Based on Risk Assessment- IT Director James Tolbert
8. Presentation of 2019 Holiday and Payroll Calendar- Human Resources Director Danielle Yarbrough
9. Presentation of Rabies Control - Board of Health Rules and County Ordinance- County Attorney Lynn Frey
10. Presentation and Consideration of Resolutions as to E-911 Fees- County Attorney Lynn Frey
11. Presentation and Consideration of Termination of Georgia Mass Appraisal Solutions & Services Contract- County Attorney Lynn Frey
12. County Manager Report
13. County Attorney Report

**Backup material for agenda item:**

1. Presentation of Proposed Agreement with Board of Education Regarding Special Event Officers- Sheriff Jeff Johnson



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: DCSO

Work Session: 08.23.18

Prepared By: Sandra Evans

Voting Session: 09.06.18

Presenter: Sheriff Johnson

Public Hearing: Yes  No

Agenda Item Title: Presentation of

Background Information:

School Board Special Events

Current Information:

Finance needs to set up a new dept for 'Special Events' Security i.e., Football games etc. The BOE will fund at \$ 30.00 per hour.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: [Signature]

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

Finance Dept. Authorization: [Signature]

Date: 8/15/18

County Manager Authorization: [Signature]

Date: 8/15/18

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:

[Empty box for comments/attachments]

**Backup material for agenda item:**

2. Presentation of Request for Additional Position- Nicki Vaughan, Chief Assistant Public Defender-Administration





# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 8/23/18

Prepared By: EVI TURK

Voting Session: 9/6/18

Presenter: NICKI VAUGHAN

Public Hearing: Yes X No       

Agenda Item Title: REQUEST FOR ADDITIONAL POSITION

**Background Information:**

The Public Defender's caseload and workload have increased by 150% since our first year of operation in 2005, but our work force has remained the same. We have placed an additional attorney in Dawson County on a temporary basis to cover misdemeanors and are asking for an additional attorney in the 2019 budget request. However, there is an immediate need for an administrative assistant to assist the Legal Assistant/Office Manager and the Investigator.

**Current Information:**

The Dawson County office of the Public Defender's office in the Northeastern Judicial Circuit(Hall and Dawson Counties) currently has our Senior Assistant Public Defender (Chief of the Dawson County office), an Investigator, and the Office Manager in our main office at the Historic Courthouse. We have two additional attorneys (one of whom is "on loan" from Hall County) located in our office in the Courthouse with no support staff. In order for these attorneys to assign and receive work product from staff, they must do so via phone and email. In addition, the office manager, who is an experienced legal assistant and paralegal, spends much of her time answering phones and taking applications, which keeps her from doing valuable paralegal work for the attorneys that would help prepare and move along our cases. We are requesting approval for an administrative assistant to largely be in the Old Courthouse to be a full time presence in that office as needed by a government agency. The Senior Assistant lawyer and investigator are frequently in court, at the jail or otherwise need to be out of the office. In the courthouse office there are two lawyers. The excellent paralegal/investigator/office manager that was recently sent from Hall to Dawson County will, by not being tied to the old courthouse office, be freed up to work with all three lawyers and the investigator on all the cases in and out of court. At this time, we feel that that this addition of an Administrative Assistant is our most critical need, although we have also asked for an additional attorney as part of the 2019 budget request, which is critically needed also. We can wait on that request for the 2019 budget only because we have a temporary attorney from Hall County stationed in Dawson in the interim and the new Administrative Assistant is greatly needed to make our office function with five judges, the great increase in caseloads along with many additional responsibilities.

Considering the rigorous and frequent court calendar schedules, we feel that this would give us the extra help needed in attempting to balance workflow in our office. Thank you for your consideration.

The salary level requested is \$38,000 per year.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

**Recommendation/Motion:** Move to add an Administrative Assistant position with an annual salary of \$38,000 to the last quarter of the 1918 Public Defender Budget (total of \$15,163.50).

Department Head Authorization: \_\_\_\_\_

Date: 2/15/18

Finance Dept. Authorization: [Signature]

Date: 8/4/18

County Manager Authorization: [Signature]

Date: 8/4/18

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:

Attachment – New Full Time Upgrade Personnel Change Request submitted with 2019 Budget Request. This shows total additional personnel costs of \$60,654.00 including costs of employment; one quarter of that amount would be an additional budget item of \$15,163.50 in the 2018 budget.

Please complete all applicable information in BLUE sections. RED sections to be completed by Finance.

**NEW FULL TIME OR PART TIME TO FULL TIME UPGRADE  
PERSONNEL CHANGE REQUEST**

Department: PUBLIC DEFENDER Requested Position Title LEGAL ASSISTANT

If requesting multiple personnel changes, prioritize in order of importance. Priority # 2

Request Type:  Part Time to Full Time Upgrade  New Full Time

Position Classification:  Exempt (Salary)  Non Exempt (Hourly)

Salary Grade Requested: \_\_\_\_\_

Current Salary Amount (if existing position): \_\_\_\_\_

Additional Salary Requested (new position/upgrades): 38,000.00

Total Salary for Position: \$ 38,000.00

Continue on to Page 2.

**ADDITIONAL PERSONNEL COST CALCULATION**

*For Finance Department Use Only*

38,000.00	Additional Salary Requested
2,907.00	Taxes
1,520.00	Retirement
18,076.00	Health
97.00	Life
54.00	Flex
<u>60,654.00</u>	<u>Total Additional Personnel Costs</u>

**PERSONNEL EQUIPMENT REQUEST**

List all equipment required and its estimated cost.

**\*\*Do not add these estimated costs to your department's operating budget.**

EQUIPMENT DESCRIPTION	ESTIMATED COST
<i>(Example: phone, computer, printer, uniform, gun, fire safety suit, etc.)</i>	

## JUSTIFICATION

Please provide a short explanation of your request below.

The Dawson PD Office currently has the following staff:

Senior APD Rob McNeill (Dawson funded via State Contract plus Hall Supplement)

APD David Turk (Hall Employee with Dawson Supplement)

APD Kyle Denslow (Hall Employee)\*

Investigator Nancy Cupp (Hall Employee)

Legal Assistant Susie Lyons (Hall Employee)

\*We recently added an entry-level APD to Dawson on a temporary basis to cover misdemeanor cases so that the two senior attorneys would be able to concentrate on the felony caseload. The new attorney would be a permanent solution for this position.

The Investigator visits the jail daily, takes applications, checks on clients, and communicates information to the attorneys. She also investigates and works up cases, attends all court calendars where she also takes applications and organizes clients for the calendars and attorneys. She serves subpoenas, makes phone calls, and does everything necessary to assist the attorneys in bring a case to its conclusion.

The Legal Assistant fields telephone calls, communicates with clients, organizes the caseload and documents for the attorneys, manages office necessities, files documents, sends in bills, takes and processes applications, processes conflict cases, and assists the attorneys with document preparation and client management.

We do not have support staff for our Courthouse office, and the two attorneys in this office need to communicate with staff via email and telephone. Ideally, we would have an administrative person at the front desk to manage the work load for the two attorneys.

**Backup material for agenda item:**

3. Presentation of Application for Parade & Assembly - *Bootlegger Triathlon* - Public Works Director David McKee



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 8/23/18

Prepared By: Niki M. McCall

Voting Session: 9/6/18

Presenter: \_\_\_\_\_

Public Hearing: Yes  No

Agenda Item Title: Parade & Assembly Permit Application – Bootlegger Triathlon/Lowell Starr

Background Information:

This applicant had the same triathlon last year. The event was held at Veterans Memorial Park.

Current Information:

Lowell Starr on behalf of Five Star NTP has made a request for a parade and assembly permit to hold the Bootlegger Triathlon. The event will be held at Veterans Memorial Park on 9/9/18 from 8-10 a.m. The permit has been paid for and all insurance certificates have been submitted.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

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

Finance Dept. Authorization: Vickie Neikirk

Date: 8/14/18

County Manager Authorization: DH

Date: 8/14/18

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:







- 6. Expected number of participants: 100
- 7. Physical description of materials to be distributed: N/A
- 8. How do participants expect to interact with public? Riding bikes
- 9. Route of event: (attach a detailed map of the route) North on Hwy 9 into Lumpkin County
- 9.a. Number and type of units in parade: N/A
- 9.b. Size of the parade: N/A
- 10. Will any part of this Event take place **within** the City Limits of Dawsonville? No  
 If YES, do you have a permit for the event from the City? \_\_\_\_\_ Date Issued: \_\_\_\_\_ \* **Attach Copy**
- 11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? \_\_\_\_\_ Yes No No If YES, please explain in detail: \_\_\_\_\_
- 12. List all prior parades or public assemblies, demonstrations or rallies in a public place within Dawson County for which you obtained a permit: (Also include dates – attach separate sheet, if necessary). \_\_\_\_\_  
Bootlegger Triathlon 2011-2017

**Details:** Please outline what your event will involve: (number of people / life safety issues / vendors / cooking / tents / rides / handicap parking / egress) – *attach separate sheet if necessary.*

This is the Adult Bike ride portion of the Bootlegger Triathlon

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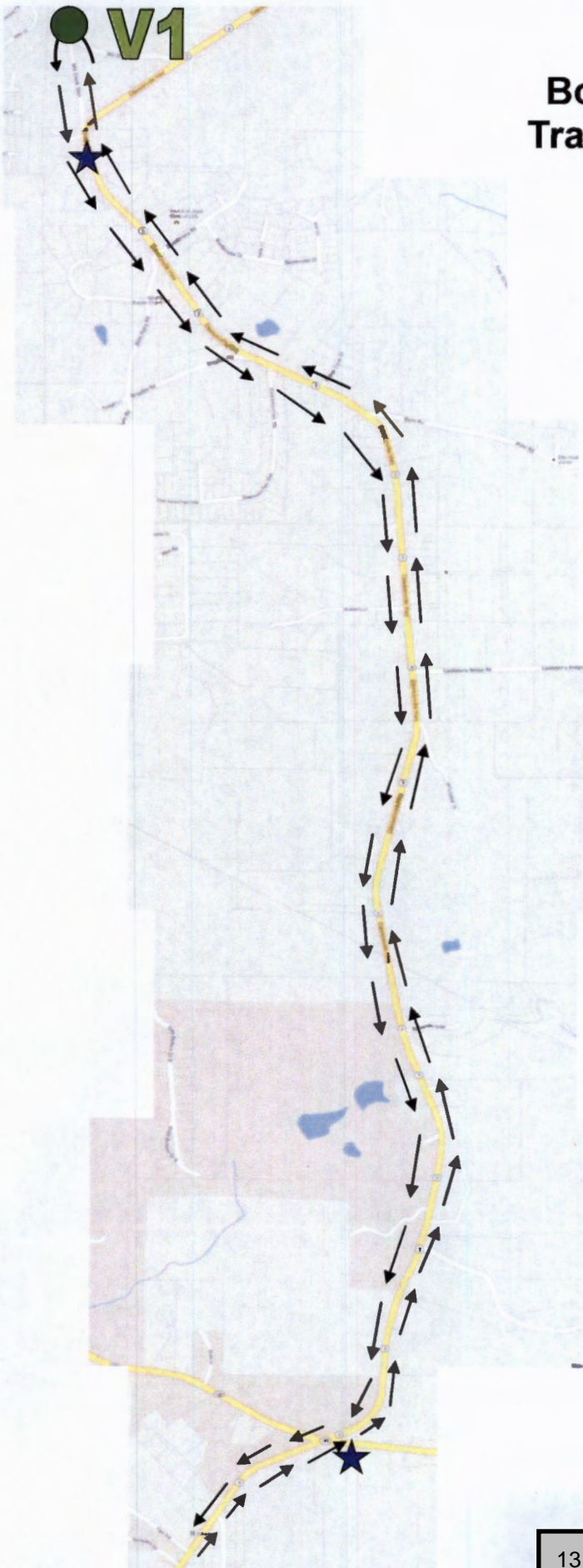


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**Route or Lay Out:** (attach a detailed site plan)



## Bootlegger Super Sprint Traffic Plan for Bike Route



### Route

1. Riders will Exit Veterans Park and Turn Left, traveling North on GA-9
2. Riders will turn Left on Mill Creek Spur
3. Riders will turn around at the corner of Mill Creek Spur & Mill Creek Trail
4. Riders will turn Right on GA-9
5. Riders will turn Right into Veterans Park



### Sheriff Points

1. GA-9 @ park exit (Dawson County)
2. Corner of GA-9 & GA-136 (Dawson County)
3. Corner of GA-9 & Mill Creek Spur (Lumpkin County)

### Volunteer Points

1. Turn around...Corner of Mill Creek Spur & Mill Creek Trail

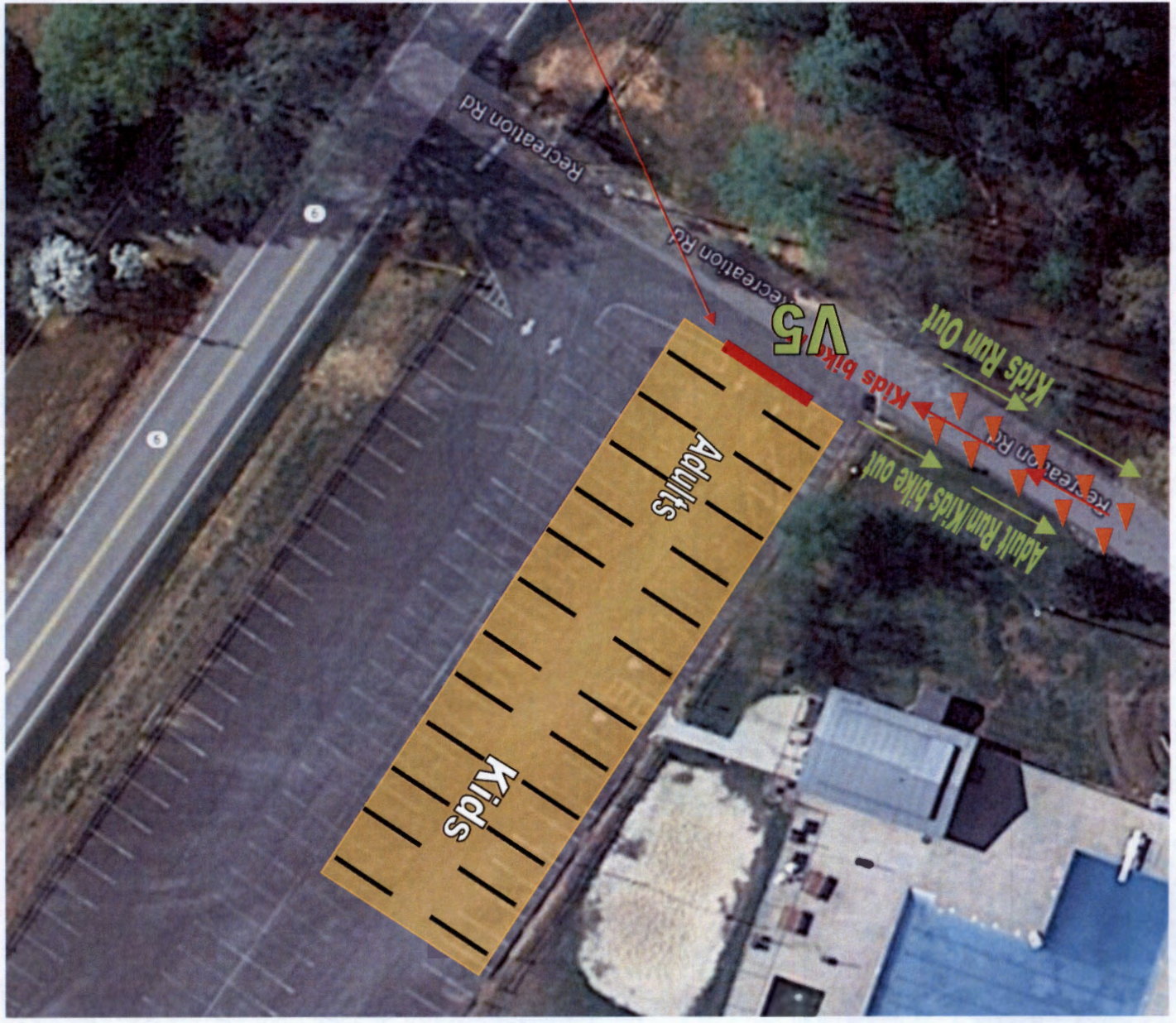
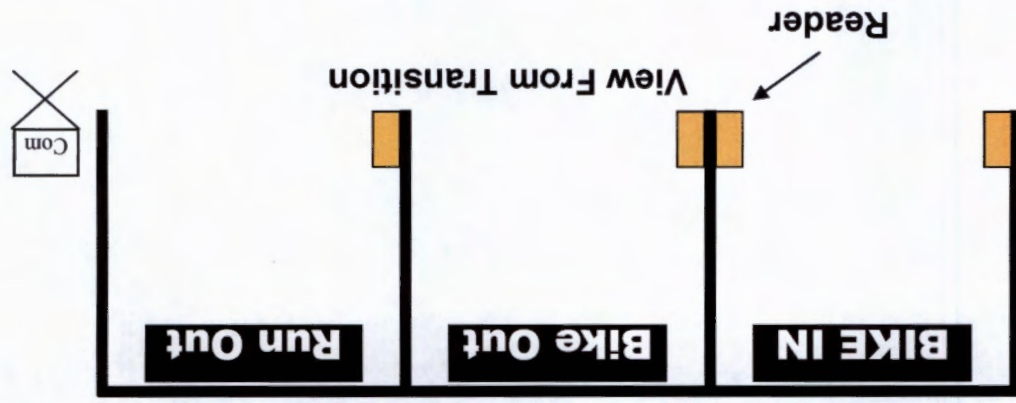
### Notes

1. Ride will be done as a time trial...no pack riding
2. Riders will follow rules of the road

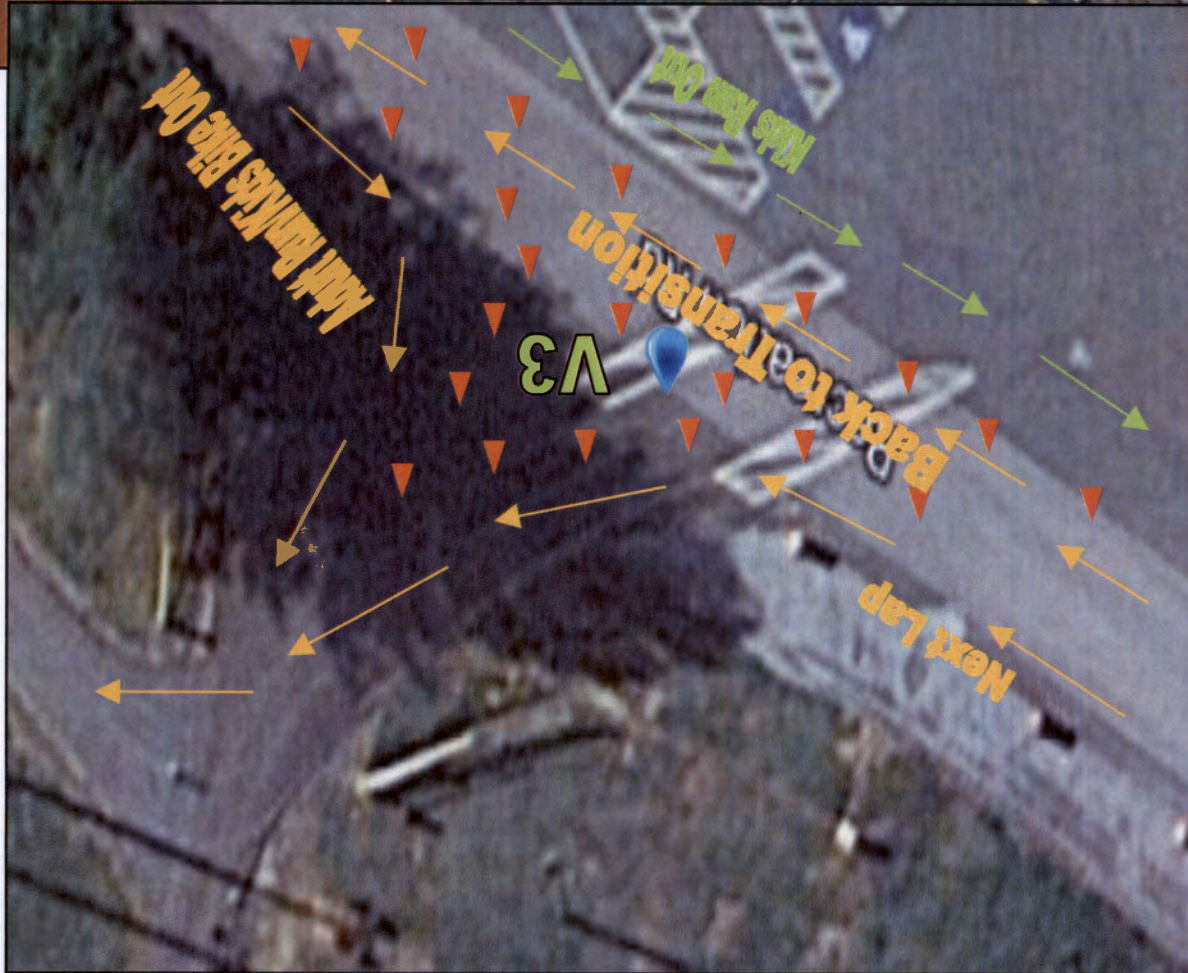




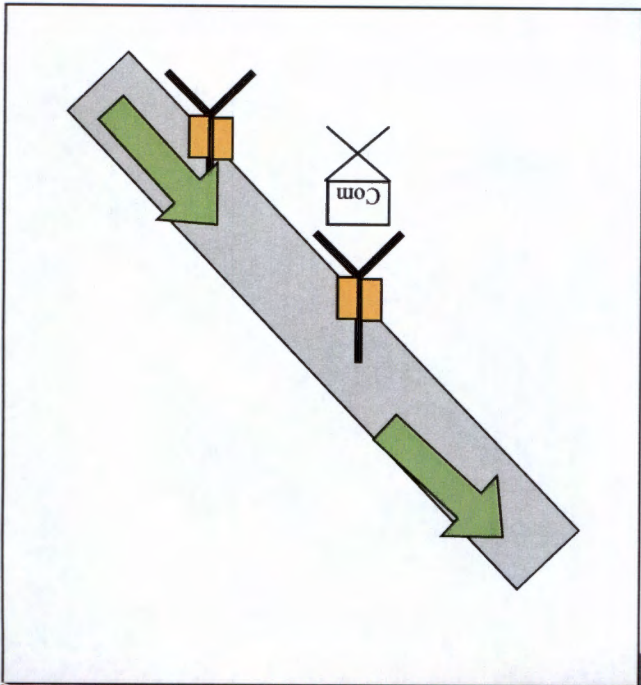


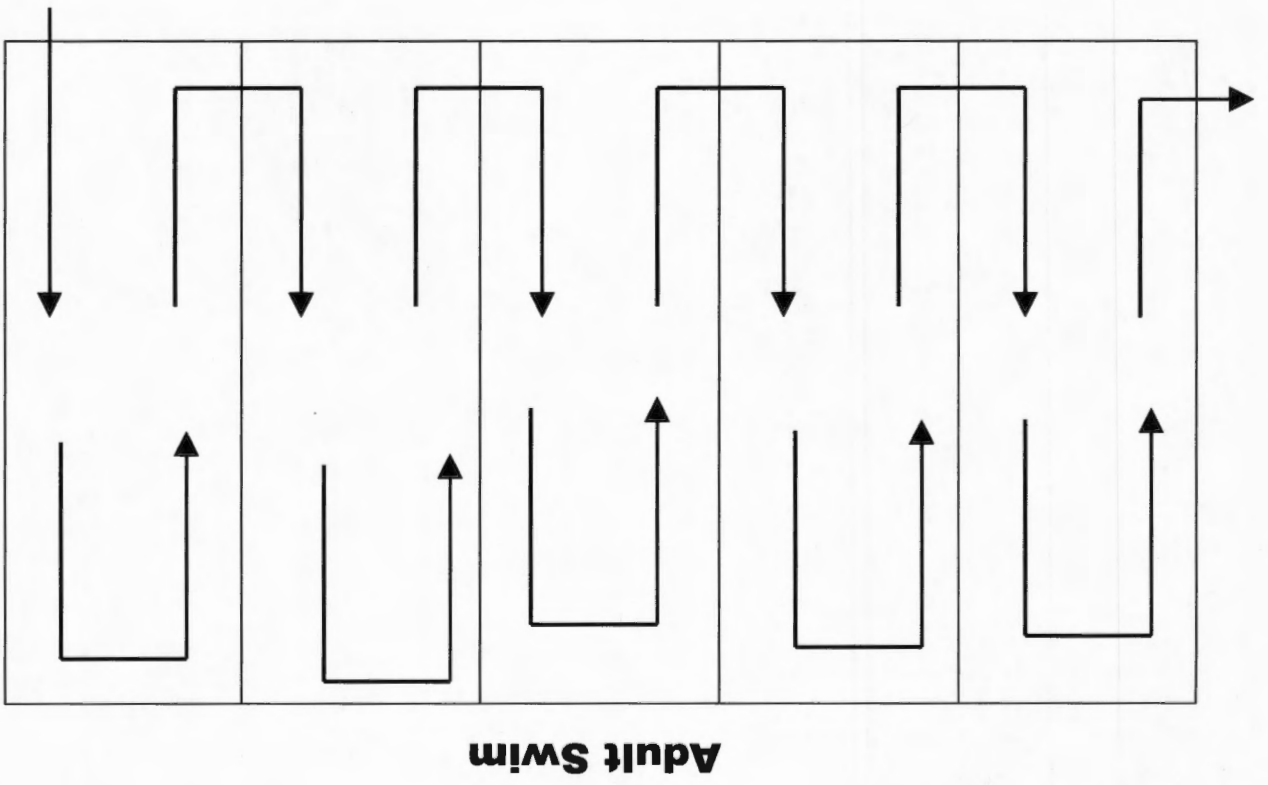
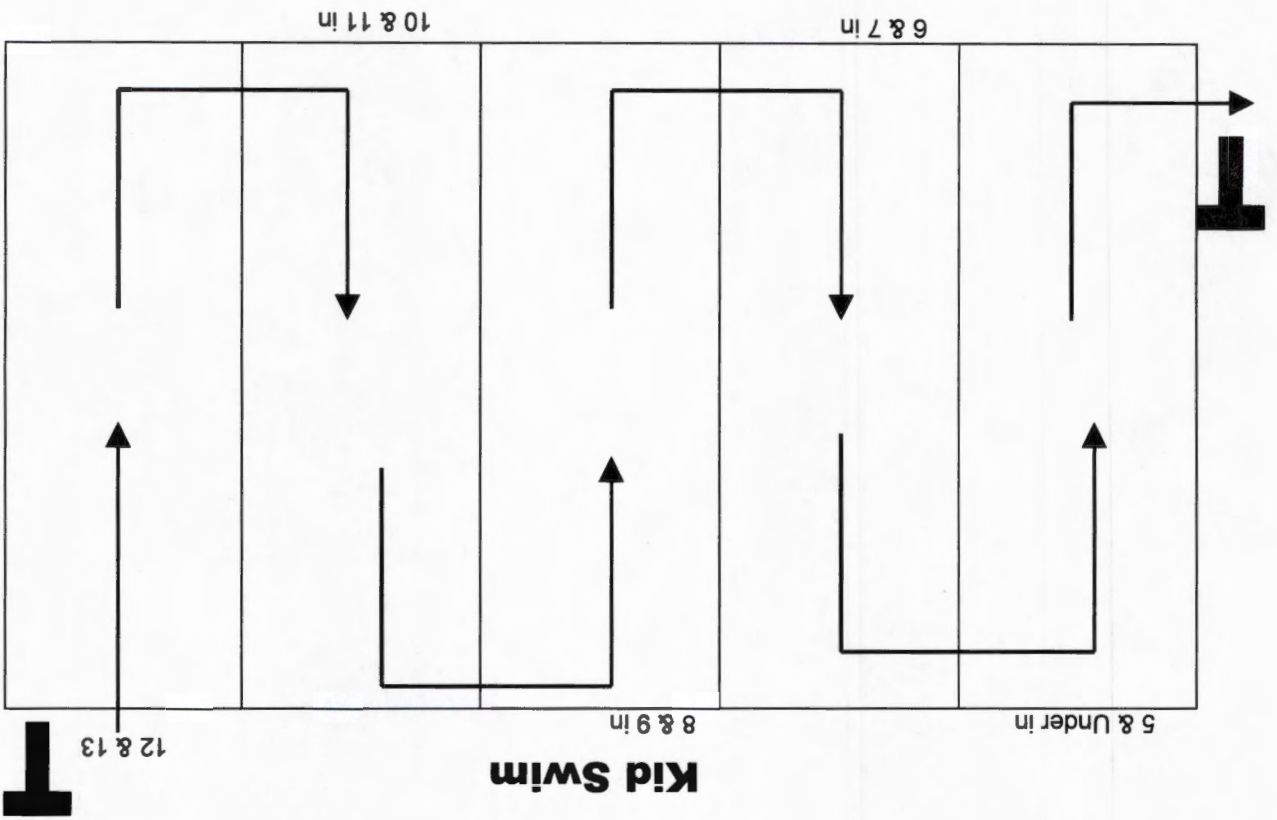














What participation, if any, do you expect from **Dawson County Emergency Services**? None

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What participation, if any, do you expect from the **Dawson County Sheriff Department**? \_\_\_\_\_

Traffic Control coming out of park and crossing GA-136

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**Insurance Requirements:**

In compliance with Ordinance Section VII (C), an applicant for a permit shall obtain liability insurance from an insurer licensed in the State of Georgia for the parade, public assembly, demonstration or rally in a public place, if one or more of the following criteria exists:

1. The use, participation, exhibition, or showing of live animals;
2. The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
3. The use of a stage, platform, bleachers, or grandstands that will be erected for the event;
4. The use of inflatable apparatus used for jumping, bouncing, or similar activities;
5. The use of roller coasters, bungee jumping, or similar activities; or
6. Vendors or concessions.

Does your parade, non-spontaneous private assembly, demonstration, or rally in a public place meet any of the criteria above?  Yes  No If yes, which one(s)? Bicycles

Any applicant required to provide insurance shall provide Dawson County with a copy of the Certificate of Insurance from an insurer authorized and **licensed by the State of Georgia**. Dawson County shall be added as an additional named insured for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be **\$1,000,000.00 per incident** and **\$2,000,000.00 aggregate** for the entire event. All costs for insurance and naming Dawson County as an additional named insured shall be borne solely by the applicant. Such insurance shall protect Dawson County from any and all claims for damages to property and/or bodily injury or death.

Is the Certificate of Liability Insurance attached?  Yes  No  Not applicable to this event

Additional information/comments about liability insurance: \_\_\_\_\_

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Additional information/comments about this application: \_\_\_\_\_

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/24/2018

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com		<b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> Five Star NTP Lowell Starr 59 Hwy 9 S. Dawsonville, GA 30534		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> 35378

**COVERAGES**

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

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A Y	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> Retail Liquor Liability	3DS5466-M1166671	SEE BELOW	SEE BELOW	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04 for the following dates: 04/22/2018, 04/29/2018, 05/04/2018, 05/06/2018, 07/21/2018, 08/04/2018, 08/18/2018, 09/09/2018, 10/06/2018 & 10/13/2018.  
 Attendance: 400, Event Type: Triathlon.

<b>CERTIFICATE HOLDER</b> Dawson County 25 Justice Way Dawsonville, GA 30534	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Will Maddux</i>
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Policy Number: 3DS5466-M1166671

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Dawson County 25 Justice Way Dawsonville, GA 30534

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**APPLICANT'S SIGNATURE FOR THE PERMIT APPLICATION; RELEASE & WAIVER OF LIABILITY; AND AGREEMENT FOR FINANCIAL RESPONSIBILITY.**

**APPLICATION:**

OATH: I hereby swear and affirm that the information provided with this application for parade, public assembly, demonstration, or rally is true and correct to the best of my knowledge. In addition, I agree to abide by all regulations of the ordinance and to advise all participants of the conditions of the permit.

**RELEASE & WAIVER OF LIABILITY:**

The permit holder shall indemnify and hold Dawson County harmless from any claim, demand, or cause of action that may arise from activities associated with the event. I acknowledge that I understand this Release, and I hereby agree for myself and on behalf of the Applicant to indemnify and hold harmless Dawson County, Georgia and its agents, officers, and employees, individually and jointly, from and against any claim for injury (including, but not limited to, personal injury and property damage), loss, inconvenience, or damage suffered or sustained by any individual, including but not limited to, business owners, patrons, participants of the parade, public assembly, demonstration, or rally, and spectators participating in and/or occurring during the event, unless the claim for injury is caused by intentional misconduct of an individual, agent, officer, or employee of Dawson County.

**AGREEMENT FOR FINANCIAL RESPONSIBILITY:**

The undersigned agrees to be solely responsible for cleaning affected areas littered during the activity, providing sufficient parking and storage areas for motor vehicles, providing temporary toilet facilities, and providing other similar special and extraordinary items deemed necessary for the permitted activity by Dawson County to keep the area of the event safe and sanitary. However, Dawson County shall not require individuals, organizations, or groups of persons to provide personnel for normal governmental functions such as traffic control, police protection, or other activities or expenses associated with the maintenance of public order. If additional requirements are placed upon an applicant and if such requirements are not met, then Dawson County may revoke the issued permit and/or deny any subsequent permit requested by the applicant. Dawson County shall be entitled to recover from the applicant any sum expended by Dawson County for extraordinary expenses not provided by the applicant. The additional expense may include, but not be limited to, Dawson County utilizing off-duty personnel or providing equipment or resources from other areas of the county to supplement equipment or resources already present.

Lowell Smith  
Applicant's Printed Name

Sworn to and subscribed before me  
this 5th day of August 2018.

[Signature]  
Applicant's Signature

[Signature]  
Notary Public, State of Georgia

My Commission Expires: 5



**Note to Applicant: Once your permit is processed, Planning & Development will notify you of the meeting dates for the Board of Commissioner's work session and voting session. You are required to attend both meetings.**





Dawson County  
Planning & Development  
25 Justice Way, Suite 2322  
(706) 344-3500

Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
In Public Places  
**(EMERGENCY SERVICES)**

**EMERGENCY SERVICES: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)**

Name of Event: Bootlegger Triathlon Date(s) of Event: 9/9/2018

Any anticipated problems with proposed route? \_\_\_\_\_  
\_\_\_\_\_

Any anticipated problems with the designated location for participants to assemble? \_\_\_\_\_  
\_\_\_\_\_

How many personnel will be required for this event? \_\_\_\_\_  
\_\_\_\_\_

Estimated cost for personnel: \_\_\_\_\_  
\_\_\_\_\_

Number and type of vehicles required: \_\_\_\_\_  
\_\_\_\_\_

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: \_\_\_\_\_  
\_\_\_\_\_

Estimated cost for equipment: \_\_\_\_\_  
\_\_\_\_\_

Additional comments/concerns: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Emergency Services: APPROVED:  YES  NO (Please also sign off on page 8 of application.)

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



**Dawson County  
Planning & Development**  
25 Justice Way, Suite 2322  
Dawsonville, GA 30534  
(706) 344-3500

**Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
In Public Places**  
**(SHERIFF DEPARTMENT)**

**SHERIFF DEPARTMENT: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)**

Name of Event: Bootlegger Triathlon Date(s) of Event: 9/9/2018

Any anticipated problems with proposed route? \_\_\_\_\_

\_\_\_\_\_

Any anticipated problems with the designated location for participants to assemble? \_\_\_\_\_

\_\_\_\_\_

How many officers will be required for this event? \_\_\_\_\_

\_\_\_\_\_

Estimated cost for officers: \_\_\_\_\_

\_\_\_\_\_

Number of vehicles required: \_\_\_\_\_

\_\_\_\_\_

Type of procedures and equipment needed for the health and safety needs of the participants and the viewing public: \_\_\_\_\_

\_\_\_\_\_

Estimated cost for equipment: \_\_\_\_\_

\_\_\_\_\_

Additional comments/concerns/recommendations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sheriff Department: APPROVED:  YES  NO (Please also sign off on page 8 of application.)**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_





**Dawson County  
Planning & Development**  
25 Justice Way, Suite 2322  
Dawsonville, GA 30534  
(706) 344-3500

**Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
In Public Places**  
*(Marshal / Public Works / Environmental  
Health / Parks & Recreation)*

**PLEASE PROVIDE COMMENTS AND APPROVALS BELOW (Attach additional sheet if necessary)  
(Please also sign off on page 8 of the application.)**

**MARSHAL:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO By: \_\_\_\_\_ Date: \_\_\_\_\_

**PUBLIC WORKS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO By: \_\_\_\_\_ Date: \_\_\_\_\_

**ENVIRONMENTAL HEALTH:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO By: \_\_\_\_\_ Date: \_\_\_\_\_

**PARKS & RECREATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO By: \_\_\_\_\_ Date: \_\_\_\_\_



**Dawson County  
Planning & Development**  
25 Justice Way, Suite 2322  
Dawsonville, GA 30534  
(706) 344-3500

**Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
In Public Places**  
**(APPROVALS)**

**Office Use Only:**

If applicable to the event, the following departments have reviewed and approved this event:

Department	Printed Name	Signature for Approval	Date
Sheriff Dept.			
Emergency Services			
Marshal's Office			
Public Works Dept.			
Environmental Health			
Parks and Recreation			
State Park Office			
Georgia Dept. of Transportation			

Dawson County Board of Commissioners:

Work Session Date: 8-16-18

Voting Session Date: 9-6-18

Approved:

Attest:

Mike Berg, Chairman  
Dawson County Board of Commissioners

Danielle Yarbrough, County Clerk  
*Kristen Cloud*

cc: (as applicable)

Applicant  
County Attorney  
Sheriff Dept.  
Emergency Services

Marshal Dept.  
Environmental Health  
Public Works  
Parks and Recreation

GA DOT (Brent Cook)  
GA State Parks

PERMIT # \_\_\_\_\_

DATE ISSUED: \_\_\_\_\_

**Backup material for agenda item:**

4. Presentation of RFP #319-18 - Water Tank for the Wildcat Community- Emergency Services Director Danny Thompson





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **08.23.18**

Prepared By: **Danny Thompson**

Voting Session: **09.06.18**

Presenter: **Danny Thompson**

Public Hearing: Yes \_\_\_\_\_ No **X**

Agenda Item Title: **Water Tank**

**Background Information:**

On 07/22/2018 I presented to the BOC a request to purchase and add a 20,000-gallon poly tank to an existing concrete pad at Station 8. The BOC asked the fire department to seek a price for the relocation of the existing 40,000-gallon tank no longer in use by Etowah Water. This tank is located at Elliott Family Parkway. RFP #319-18 was submitted on July 18, 2018.

At the request of the BOC, RFP #319-18 was released and a bid opening date set for August 6, 2018. As of the date of the bid opening, no vendors submitted a bid and no vendors attended the mandatory pre-bid meeting. The RFP outlined the contractor to obtain certification on the current tank from the State Fire Marshal's Safety Engineering Office. Once certification was obtained the contractor would be responsible for transporting the tank the 12 miles to Station 8. The contractor was responsible for cleaning, inspecting and installing in accordance with the NFPA (National Fire Code) Section 22, Standard for Water Tanks for Private Fire Protection, 2013. In the event the tank did not receive certification, the contractor was to provide a new 20,000-gallon poly and install as outlined above. The contractor was responsible for ensuring that traffic staff was certified and on site during all traffic operations. The contractor was required to submit site drawings and plans for all crane work for site preparation.

Budget Information: Applicable: \_\_\_\_\_ Not Applicable: **X** Budgeted: Yes \_\_\_\_\_ No **X**

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve agenda item

Department Head Authorization: DT

Date: 08/23/18

Finance Dept. Authorization: Vickie Neikirk

Date: 8/15/18

County Manager Authorization: DH

Date: 8/17/18

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:





**DAWSON COUNTY GOVERNMENT  
REQUEST FOR PROPOSALS  
FOR  
CLEAN, INSPECT AND RELOCATE  
FIRE SUPPRESSION TANK**

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN**

**AUGUST 6, AT 10:30AM, EST**

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

**RFP # 319-18**

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

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ISSUE DATE: JULY 18, 2018

**DAWSON COUNTY BOARD OF COMMISSIONERS**

**CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK**

**TABLE OF CONTENTS**

**PROPOSAL DOCUMENTS**

**Invitation to Bid.....3**

**General Overview.....4**

**IFB Timetable.....3**

**General Conditions.....9**

**Qualification Questionnaire..... 10**

**Scope of Work Outline.....24**

**General Terms.....59**

**Vendor’s Checklist Form.....61**

**Vendor’s Information Form.....66**

**Vendor’s Price Proposal Form.....67**

**Vendor’s Reference Form.....69**

**Execution of Proposal Form.....70**

**Drug Free Work Place Form.....76**

**Addenda Acknowledgement Form .....78**

**Certificate and Statement of Non-Collusion Form.....80**

**Georgia Security and Immigration Compliance Act Affidavit.....81**

**Bid Bond.....83**

**Equal Employment Opportunity Form.....85**

**Local Small Business Initiative Affidavit Form.....86**

**Sample Contract.....87**

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

**July 18, 2018**

**CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK**  
***INVITATION***

This is an invitation to submit a proposal to Dawson County for the cleaning, inspection and relocation of a 45,000 gallon fire suppression water tank, indicated herein. Details are listed under Section II. Sealed bids will be received by the office of the Purchasing Manager at 25 Justice Way, Suite #2223, Dawsonville, GA 30454.

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=1bac094c-9726-497e-943b-141544ec4bd4> Submissions must be typed or printed in ink. Prices submitted as a result of this invitation must include the Vendor Price Proposal Form and be returned in a sealed envelope or container marked, as Sealed Bid with the applicable Proposal Name and Proposal Number on the outside. The offer may not be considered unless so received. Proposals must be submitted no later than 10:30 a.m., August 6, 2018.

There will be a mandatory pre-proposal conference at 10:30 a.m., July 30, 2018, at the current location at, near the corner of Elliott Family Parkway and Hwy 183, Dawsonville, Georgia 30534. The closest reference point is 3052 Elliott Family Parkway, Dawsonville, GA 30534. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org) no later than August 1, 2018, at 1:00 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than August 3, 2018, at 3:00 p.m. Answers to question submitted that materially change the conditions and specifications of this invitation will be promulgated to the County website and the Georgia Procurement Registry. Any discussions or documents will be considered non-binding unless incorporated and publicized in an addendum.

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

Sincerely,  
*Melissa Hawk*  
Purchasing Manager

**DAWSON COUNTY, GEORGIA  
REQUEST FOR PROPOSALS  
FOR  
CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK**

**SECTION I – GENERAL OVERVIEW**

A. INFORMATION TO PROPOSERS

1. BID SUBMISSION

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

One (1) original and four (4) copies of the technical proposal and one (1) original price proposal must be received by, **AUGUST 6, 2018, AT 10:30AM, EASTERN STANDARD TIME**. Technical and price proposals must be submitted in a **separate** sealed envelope stating on the outside, the proposer's name, address, the solicitation number **#319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK**. If the price is referenced in the technical proposal, the submission must be disqualified and will not be evaluated. The complete submittal (price and technical) must contain the proposer's name, address and the solicitation number **#319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK** be delivered to:

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

**Hand Delivery**

Hand delivered copies may be brought to the above address between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding Holidays. For a complete listing of Holidays, please visit [www.dawsoncounty.org](http://www.dawsoncounty.org). If a sealed bid is delivered after 10:25 a.m., on the day of the opening, deliver the package to the Purchasing Manager, in the County Administration Training Room, Suite #2204. No submission will be accepted after 10:30 a.m., August 6, 2018, at which time all company names of offers received will be publically read aloud.

**GPS Location**

Some GPS systems cannot locate the above named address. Proposers may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the Government Center. Upon arrival, please continue one block West on Shoal Creek Road to Justice Way. Parking for the Government Center is available off of Justice Way. Proposers should verify address is in Dawson County and not a surrounding community.

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

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

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

3. CONTACT PERSON

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

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

4. ADDITIONAL INFORMATION/ADDENDA

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

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

5. LATE SUBMITTAL AND LATE MODIFICATIONS

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

6. REJECTION OF PROPOSALS/CANCELLATION  
Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel this RFP at any time.
7. MIMINUM RFP ACCEPTANCE PERIOD  
Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.
8. NON-COLLUSION AFFIDAVIT  
By submitting a response to this RFP, the proposer represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.  
  
By submitting a proposal, the proposer represents and warrants that no official or employee of Dawson County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.
9. COST INCURRED BY PROPOSERS  
All expenses involved with the preparation and submission of the RFP to the Dawson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the proposer(s).
10. RFP OPENING  
Only the names of the firms responding to this RFP will be read aloud publicly due to the fact that the proposals will be subject to an evaluation review for accurate qualifications. A list of names of firms responding to the RFP may be obtained from the county's website [www.dawsoncounty.org](http://www.dawsoncounty.org), after the RFP due date and time stated herein. A copy of the final evaluation tabulation to the RFP will be posted to the website after the RFP has been awarded, along with the awarded Contractor's name and date of award.
11. OPEN RECORDS  
Proposers are reminded that under Georgia law, all opened documents fall under the open records act and are subject to inspection by the public. Proposers are reminded that documents and information in the possession of Dawson County will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act, and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your Proposal contains any trade secrets you must include an affidavit, at time of proposal submission

that states that specific portions of the proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the proposal containing any trade secrets. Accordingly, proprietary information and/or data cannot be withheld from public inspection.

12. TAXES

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

13. PROPOSER INFORMATION

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

14. INSURANCE

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

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

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

15. BONDS

**If required**, under SECTION II – SCOPE OF WORK of this document any combination of the following bonds may be requested by Dawson County. A five percent (5%) bid bond, a one hundred percent (100%) payment bond, and a one hundred percent (100%) performance bond. All bonds would be payable to Dawson County Board of Commissioners. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's



publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

16. ANTI-DISCRIMINATION

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

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

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

1. During the performance of this contract, the PC agrees as follows:
  - a. The PC will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the PC. The PC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The PC, in all solicitations or advertisements for employees placed by or on behalf of the PC, will state that such PC is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The PC will include the provisions of Section 1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each Sub-contractor or proposer.

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

17. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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



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

## **SECTION II – GENERAL CONDITIONS**

### **A. PURPOSE**

Dawson County Purchasing Department is soliciting **sealed** proposals from qualified individuals/firms who specialize in the cleaning, inspection, certification and relocating of non-potable fire suppression water tanks. Individuals/firms must provide all equipment, materials and labor to complete the scope of work. Details are listed herein.

### **B. CONTRACT PERIOD**

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

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

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

C. BACKGROUND

The water tank was erected approximately 5 years ago. The exact usage or timeframe of sitting idle is not known at this time. Some of the challenges of this service are high tension wires, site preparation for the crane work and integrity of the tank.

It is the intent of the County to utilize this tank for the purposes of storing non-potable fire suppression water. The tank will be connected to plumbing on the new site. There will be no pump installation. A concrete pad has been installed at the new location.

D. SCOPE OF WORK

CONTRACTOR

The Contractor must provide all materials, labor, parts, equipment, etc. necessary to complete the work described herein.

The Contractor must first obtain certification on the current water tank from the Safety Engineering Section of the Georgia State Fire Marshal's Office prior to moving to the new location located at Fire Station 8.

If the current tank receives certification, the Contractor will be responsible for draining any standing water in the tank.

If the current tank receives certification, the Contractor will be responsible for the transporting of the tank to its new location approximately 12 miles at Fire Station 8, located at 2996 Monument Road, Dawsonville, GA 30534.

If the current tank receives certification, the Contractor will be responsible for the cleaning, inspection and installation at the new site in accordance with NFPA (NFC – National Fire Code) Section 22, Standard for Water Tanks for Private Fire Protection, 2013 (or most current) addition.

In the event that the tank does not receive certification through the Safety Engineering Section of the Georgia State Fire Marshal's Office, the Contract shall dismantle and dispose of the tank per all applicable federal, state and local regulations, rules, laws and codes.

In the event that the tank does not receive certification, the Contractor is to provide a new 20,000 gallon tank to be constructed of fiberglass-reinforced plastic as per NFPA (NFC – National Fire Code) Section 22, Standard for Water Tanks for Private Fire Protection, 2013 (or most current) addition, Chapter 11 AND install new tank at Fire Station 8 in accordance with NFPA (NFC – National Fire Code) Section 22, Standard for Water Tanks for Private Fire Protection, 2013 (or most current) addition.

The Contractor will ensure the staff completing the scope of work are licensed and certified in accordance with all Federal, State and Local regulations, rules and laws (codes).

The Contractor will be responsible for ensuring that traffic staff are certified and on site to ensure the safety of the vehicles utilizing affected roads for travel.

The Contractor will be responsible for the design and plans/drawings to conduct the site preparation for the crane work to remove the tank.

The Contractor will provide a one (1) year warranty on all work.

COUNTY

The County will be responsible for obtaining all permits.

The County will provide an escort to the new location for the water tank, if current tank can be utilized.

**CURRENT SITE**



Photo 1

-Relocation Site Photos to Follow-



RELOCATION SITE



Photo 1



Photo 2

**Notice of Award**

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

**Notice to Proceed**

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

**Weather days**

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

**Retainage**

The PC shall be paid for work performed based upon satisfactory inspections and completion of the agreed upon draw schedule. PC's fee will be paid on a Net 30 basis less 10% retainage.

**Liquidated Damages**

The County and the PC recognize that time is of the essence with this project. The County and the PC also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by the County if the work is not completed within the agreed upon time. Accordingly, instead of requiring any such proof, the County and the PC will agree that as liquidated damages for delay (but not as a penalty), the PC shall pay to the County **One Hundred and 00/100 (\$100.00) Dollars** for each and every calendar day that expires after agreed upon date of completion, to be established at the pre-contract meeting in a written Notice to Proceed letter issued by the Purchasing Department.

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

**Invoicing**

1. Dawson County is Net 30. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.

2. Proposers shall invoice quarterly, by location, including a detailed list of services provided and only after work has been performed (in arrears).
3. All invoices will be paid in the year in which services are provided.
4. Proposer to provide contact information for dedicated team member to provide billing inquires. More information is included in the Statement of Qualifications portion of this RFP.
5. Invoices should be sent via mail or email to:

Accounts Payable  
25 Justice Way, 2220  
Dawsonville, GA 30534  
[cmcmillon@dawsoncounty.org](mailto:cmcmillon@dawsoncounty.org)

### **Pricing**

1. Submissions must use returned on the Proposer's Price Proposal Form as provided within this RFP.
2. If submitting an alternate, use the form provided clearly labeled as alternate. Make additional copies as needed. Failure to comply may result in disqualification.

### **Administration**

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

### **Permits and Licensing**

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

## **E. QUALIFICATIONS**

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

### **Tab A - Company Background and Structure**

The Proposer will provide a general history and description of its company including, but not limited to, the number of years in business and number of employees. Include the legal form of the business organization, the state in which incorporated (if corporation),



the types of business ventures in which the organization is involved, and the office location that will be the point of contact during the term of any resulting contract.

The proposal must provide the following:

- Length of time the Proposer has been providing similar services to local governments.
- Length of time the Proposer has been providing similar services to private entities.
- Demonstrate the Proposer's experience working with projects equal to this scope of work of this RFP.
- Description of the Proposer's organization, financial resources, staffing levels, and any other evidence of its ability to successfully complete the project.
- References applicable to this RFP. Including a list of completed governmental contracts during the last five (5) years with clients' address, telephone number, and contact person.
- References applicable to this RFP. Including a list of completed private entity contracts during the last five (5) years with clients' address, telephone number, and contact person.
- The proposer must certify that there are no circumstances, which will cause a conflict of interest in performing the services required.
- Statement listing any and all differences between your proposal and the work specified in the RFP.
- The proposer must demonstrate it is duly authorized to conduct business in the State of Georgia.

#### Tab B - Company Experience

The proposer shall submit at least three, but no more than six, projects as examples of the PC's past experience in performing and managing projects, comparable in scope and complexity to the scope of work. The case studies shall describe projects completed within the past five (5) years, for which the PC served as the prime construction PC. Examples showing public-sector projects are preferable. Examples representing comparable experience are preferable, but examples need not be limited to projects.

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

- Projects of similar size or cost
- State/Local Government facilities projects
- Private sector projects
- Any combination of the above

The examples must concisely set forth the basic background information for the projects offered as comparable (dates and location and the cost and scope of the work). The examples must describe the effectiveness of the cited projects, and the methodology used to measure such effectiveness (on-time delivery, successful completion of project,

effective management of costs). The examples shall demonstrate why the cited projects are comparable to the Project in cost, size and complexity or delivery method. Where applicable, the examples shall demonstrate the PC's experience working with the Sub-contractors and/or Consultants required to be named, as described in the scope of work (Identification and Prequalification of Members of Project Team) of this RFP. Each example must identify the name and address of the contracting entity and the name, title and telephone number of a contact person associated with the contracting entity that is familiar with and able to comment on the PC's performance on each project.

#### Tab C - Identification of all Contracted Personnel

The Awarded PC's employees shall wear proper identification for all employees working in the County on the contract. At a minimum, photo identification badges will be required for each person along with employee's personal data and the awarded PC's name. Such identification must be clearly displayed on the outside clothing of all the awarded PC's employees during field work and readily visible at all times when working on the Dawson County project. Vehicles used by the awarded PC shall be clearly marked to identify the company and the nature of their business. Please state how this will be met during the project.

#### Tab D - Qualifications of Key Team Members

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

The information shall be brief and include the following:

- Identification, qualifications and experience of all persons to be assigned to the County project site and team organization; and the assignments of responsibilities and level of experience by site position.
- Identification and qualifications of any key team members and any subcontract consultants, including resumes of individual or the firm, as applicable. Resumes shall include the name and address of the contracting entity that is familiar with the work of each team member.
- The County requires that the assigned project manager/superintendent has at least five (5) years of practical experience involving project management of the same size project. The project manager will be assigned to Dawson County for the duration of the project.
- Attach the following certifications and Georgia Licenses within this tab.

#### Tab E - Approach to Scope of Work



Referencing the Scope of Work in Section D, provide a detailed approach to fulfill the requirements of this RFP. At a minimum, proposals must address:

- A description of the individual/firm's organizational approach to the project.
- This portion of the Proposal shall state how the PC/firm proposes to achieve the required outcomes through goals, objectives, policies and programs. It shall also indicate how the final projects will be organized, formatted and presented.
- A description of the individual/firm's understanding of the scope and challenges of the project; The PC's approach to selection of materials and systems, including how such selections impact project cost, project delivery dates, and other matters.
- The approach shall also illustrate (through examples of relevant experiences in similar projects) how the PC/firm will successfully maintain an effective line of communication throughout the process.
- Address all tasks in the scope of work, providing detailed information on all work tasks required to complete the project within the performance period. Include a statement of understanding of work involved, particularly regarding the level of effort required for any portion of the Plan and its update.
- Identification of Site logistics concerns and discussion of plan for site organization and maintenance of site;
- Approach to management of Project Team to include Sub-contractors and sub-consultants.
- Summary description of quality control and assurance program.
- Identification of code compliance concerns, special inspection issues, and plan for interaction with code officials.
- Summary description of start-up and testing program for equipment.
- Identification of safety concerns and summary description of plan for site safety and efforts to reduce workplace injuries.
- Identification of security concerns and summary description of plan for site security.
- Plan for achieving timely project close out.

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

#### Tab F - References

Proposers must submit at least five (5) references for persons that the individual/firm will assign, to include all sub-contractors, to complete the Scope of Work listed herein. Ideally, references should be government entities within Georgia should be included. The following information for each reference shall be listed:

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

- Range of services

Tab G - Financial Stability

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer such as a letter from a bank describing your standings.

Tab H - Business Litigation

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

Tab I – Required Solicitation Forms

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

F. EVALUATION PROCESS

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

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

Company Background and Structure	15
Experience and Qualifications of Dedicated Staff	15
Project Understanding/Approach to Scope of Work	15
References	10
Management Plan	15
Price Proposal	30
<b>TOTAL POINTS</b>	<b>100</b>

**Chart 2**

Presentations

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

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

process, to waive all technicalities, and to select the most responsible and responsive provider.

**G. PROCEDURES AND MISCELLANEOUS ITEMS**

1. All questions shall be submitted in writing via email and directed to the Dawson County Purchasing Manager. All answers shall be communicated in the form of an addendum and posted on the County's website under the bid information; all individuals/firms responding to this RFP should check the website before responding to this RFP.
2. All respondents to this RFP shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any proposer submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
3. The RFP is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Dawson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. In case of failure to deliver goods in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the PC responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.
6. By submitting a proposal, the proposer is certifying that they are not currently debarred from bidding on contracts by any entity of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any entity of the State of Georgia.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the

courts of the State of Georgia. Then PC shall comply with applicable federal, state, and local laws and regulations.

8. It is understood and agreed between the parties herein that Dawson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

#### H. BONDS

Bid Bond – **5%**

Payment Bond – **100%**

Performance Bond – **100%**

#### I. FINAL SELECTION

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

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

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

**SECTION III – GENERAL TERMS – The RFP scope of work is unique for the County in the fact that the PC is responsible for the planning, design and construction of the project within this RFP. The General Terms Section is predominantly geared towards the construction phase. The PC’s engineer/architect will work closely with the County’s representative to ensure the below is adhered to for the duration of the project. The PC is contractually responsible for each aspect of the items below.**

#### INDEX

- |  |   |
|--|---|
| 01. Definitions                          | 02. Royalties and Patents               |
| 03. Permits and Regulations              | 04. Verbal Agreements                   |
| 05. Not Applicable for this RFP Contract | 06. General Warranty and Guarantee      |
| 07. Bonds                                | 08. PC's Insurance                      |
| 09. Liens                                | 10. Assignment                          |
| 11. Joint Venture PC                     | 12. Successor's Obligations             |
| 13. Business License                     | 14. Obligations and Liability of the PC |

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



- |  |  |
|--|--|
| 78. Payments Withheld                        | 79. Contract Time  |
| 80. Omissions                                | 81. Differing Site Conditions                                  |
| 82. Changes in Work                          | 83. Not Applicable for this RFP Contract                       |
| 84. Not Applicable for this RFP Contract     | 85. Correction of Work Before Final Payment                    |
| 86. Liquidated Damages                       | 87. Suspension or Abandonment of Work                          |
| 88. Termination of Contract                  | 89. PC's Right to Stop Work                                    |
| 90. Disputes Resolution                      | 91. Removal of Equipment                                       |
| 92. Laws of Georgia                          | 93. Quantity Variance Reserve                                  |
| 94. Discrepancies between General Conditions | 95. Salvaged Material & Equipment and Technical Specifications |

01 - Definitions

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

Acceptance

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

Act of God

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

Addenda

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

Bid

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

Bidder

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

Contract

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

Contract Documents

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

Contract Drawings

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

Contract Price

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

Contract Time

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

Contractor/PC

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

Contractor/Construction Crew/PC's Plant and Equipment

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

Contract Technical Representative

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

County  
Owner.

Day  
Calendar day.

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

Direct  
Action of the Owner by which the PC, to include Design Team and construction crew, is ordered to perform or refrain from performing work under the contract.

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

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

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

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

Herein  
Refers to information presented in the project manual.

Holidays  
Legal holidays designated by the Owner.

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

May

Refers to permissive actions.

Owner

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

Person

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

Project

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

Project Manual

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

Provide

Furnish and install, complete in place.

Punch List

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

Shall

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

Shown

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

Specifications

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

Specify

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

Submittals

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

Substantial Completion

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

Substantial Completion Date

Date shown on the certificate of Substantial Completion.

Will

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

Work

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

02 - Royalties and Patents

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

03 - Permits and Regulations

The PC shall not obtain or pay for all construction permits, licenses, and easements of a temporary nature necessary for the prosecution of the work. The PC shall pay all governmental charges and inspection fees necessary for the prosecution of the work. The PC shall pay all charges of utility owners for connections to the work, and Owner shall pay all charges of such utility owners for capital costs related thereto.

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

04 - Verbal Agreements

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

05 – Lands of Work

Not Applicable to this RFP.



#### 06 - General Warranty and Guarantee Against Defective Work

The PC/construction crew shall warrant and guarantee the work required under this Contract for a period of twelve months from the date of Final Acceptance. The PC/construction crew warrants and guarantees to Owner, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Engineer/Architect, the construction crew shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The PC/construction crew's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The PC shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the Owner, or Owner's representative. The obligations of the PC under this Paragraph shall not include normal wear and tear under normal usage.

#### 07 - Bonds

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

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

#### 08 - PC's Insurance

##### A. Liability

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

Certificates of Insurance indicating that the successful proposer has obtained such coverage, shall be filed with the Owner prior to the commencement by the successful proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if

allowed by the policy, to provide Owner with thirty (30) calendar day notice of nonrenewal, cancellation, or termination of the coverage. If the successful proposer receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. Certificates of such insurance shall be filed with the Owner. The PC shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

**B. Indemnity**

To the fullest extent permitted by laws, statutes, rules and regulations, the PC shall indemnify and hold harmless the County and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of Engineer/Architects, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the PC, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

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

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

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

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

**09 – Liens**

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

#### 10 - Assignment

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

#### 11 - Joint Venture Contractor

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

#### 12 - Successors' Obligations

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

#### 13 - Business License

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

#### 14 - Obligations and Liability of the PC

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

All the work labor and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to, and in conformity with, the Contract Documents, and the

directions of the Engineer/Architect as given from time to time during the progress of the work, under the terms of this contract.

All loss or damage arising out of the performance or nature of the work, or any damage to the work itself to be done under this contract or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from the action of the elements or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the PC.

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

The PC shall conduct his work so as to interfere as little as possible with private business and public travel. He shall, at his own expense, wherever necessary, or required, maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

The PC shall take all responsibility for the work done under this Contract, for the protection of the work, and for preventing injuries to persons, and damage to property and utilities on or about the work.

He shall in no way be relieved of his responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders. The PC shall bear all losses resulting to him or to the Owner, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The PC shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

The PC shall so conduct his operations as not to damage existing structures or work installed either by him or by other PCs. In case of any such damage resulting from his own operations, he shall repair and make good as new the damaged portions at his own expense.

The PC warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents. The PC having the obligation to keep a competent superintendent on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the PC, himself is responsible for seeing that the work is installed in accordance with the Contract Documents.

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

## 15 – Responsibilities of the PC

### A. Sub-contractors, Manufacturers, and Suppliers

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

### B. PC's Employees

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

### C. Payment for Labor and Materials

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

### D. Attention to Work

The PC, acting through his representative, shall give personal attention to and shall manage the work so that it shall be prosecuted faithfully. When his representative is not personally present at the project site, his designated alternate shall be available and shall have the authority to act on the contract.

### E. Employee Safety

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

### F. Public Safety and Convenience



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

#### G. Cooperation with the Construction Inspector

The PC, when requested, shall assist the Construction Inspector in obtaining access to work which is to be inspected. The PC shall provide the Construction Inspector with information requested in connection with the inspection of the work.

#### 16 - Compliance with Laws

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

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

#### 17 - Plans, Specifications, and Design

The PC shall furnish plans and specifications which represent the requirements of the work as far as practical to be performed under the Contract to the Owner. All such drawings and instructions shall be consistent with the Contract Documents. Plans and specifications which represent the work to be done shall be furnished prior to the time of entering into the Contract. The Owner may, during the life of the Contract issue additional instructions, by means of drawings or otherwise, necessary to illustrate change in the work.

#### 18 - Drawings Furnished

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

#### 19 - Ownership of Drawings

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

## 20 - Reference Standards

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

## 21 – Division of Specifications and Drawings

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

## 22 - Order of Completion

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

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

No payments will be made to the PC until the construction schedule has been submitted by the PC and approved by the Owner.

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

If the PC sub-contracts the construction portion of the scope of work of this RFP, the PC's Engineer/Architect will work with the Owner to review, revise and interrupt, if needed, the progress report(s) and work schedule.

## 23 - Materials, Appliances & Employees

Unless otherwise stipulated, the PC shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, supervision, and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new. The PC shall furnish satisfactory evidence as to the kind and quality of materials in accordance with section 49 below.

The construction crew/PC shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. If at any time before the commencement or during the progress of work, tools, equipment and supervision appear to the Engineer/Architect and/or Owner to be insufficient, inefficient or inappropriate to secure the quality of work required or the proper rate of progress, the Engineer/Architect and/or Owner may order the construction crew to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment, as

the case may be, and the PC shall conform to such order; but the failure of the Engineer/Architect to demand such increase of efficiency, number, or improvements shall not relieve the construction crew/PC of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the Owner.

#### 24 - Survey Information

The Owner will establish reference bench marks and base line identified on the drawings. From the information provided, the PC shall develop and make such additional surveys as are needed for construction, such as control lines, slope stakes, batter boards, and stakes for pipe locations and other working points, lines, and elevations. Survey work shall be performed under the supervision of a licensed land surveyor or registered civil Engineer/Architect. PC shall reestablish reference bench marks and survey control monuments destroyed by his operations at no cost to the Owner.

#### 25 - Project Completion

If the specifications, the Engineer/Architect's or Owner's instructions, laws, ordinances, or any public authority require any work to be specifically tested or approved, the construction crew shall give the Engineer/Architect/Owner notice of its readiness for inspection. Such notice shall be a minimum of two (2) working days. Inspections by the Owner shall be promptly made and where practicable at the source of supply.

An inspection will be made by the Engineer/Architect/Owner and a determination will be made as to whether or not the work is in fact complete. Acceptance will not be given nor final payment released until all "punch list" items are complete and as-built drawings have been approved.

"Punch list" shall not be considered all-inclusive and therefore; each requested final inspection may generate additional "punch list" items as the construction crew/PC is responsible for completion of all work described in the Contract Documents.

The final walk-through and "punch list" will be conducted by the Owner prior to acceptance of the project at completion.

#### 26 - Inspection and Testing of Materials

Before acceptance of the whole or any part of the work, it shall be subject to tests to determine that the accomplished work is in accordance with the plans and/or specifications. The PC shall be required to maintain all work in a first-class condition for a 30-day operating period after the same has been completed as a whole and the Engineer/Architect has notified the PC in writing that the work has been finished to his satisfaction. The retained percentage as provided herein will not be due or payable to the PC until after the 30-day operating period has expired.

For all projects involving professionally designed structures falling under the "Special Inspections" requirements of the Georgia State Minimum Standard Building Code (2006 or most recent edition International Building Code) the County shall be responsible for and pay for all required "special testing" unless otherwise specified herein.

The PC shall be responsible for and pay for all testing in accordance with the project plans and specifications.

Tests for infiltration, line and grade of sewer, hydrostatic and leakage tests on force mains shall be made by the PC in the presence of the Engineer/Architect. No portion of the work will be accepted for partial or final payment until tests prove it has been satisfactorily completed. All such tests shall be documented, signed by the person conducting the tests and reviewed by the Engineer/Architect and approved by the Owner prior to payment.

#### 27 - Substantial Completion

At such time as the PC has completed the work and prior to requesting a final inspection, the PC shall make written request for an inspection for substantial completion. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the Engineer/Architect and the Owner and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of a document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

#### 28 - Rights of Various Interests

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

#### 29 - Separate Contracts

The Owner reserves the right to let other Contracts in connection with this work. The PC shall afford other PC's reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

#### 30 - Sub-contractors

The PC shall notify the Owner in writing of the names and addresses of all proposed Sub-contractors for the work at the Preconstruction Meeting. Sub-contractors, or their sub-contractors, will not be recognized as having a direct relationship with the Owner. The persons engaged in the work, including employees of Sub-contractors and suppliers, will be considered employees of the PC and their work shall be subject to the provisions of the contract. References in the Contract Documents to actions required of Sub-contractors, manufacturers, suppliers, or any person, other than the PC, the Owner, the Engineer/Architect or the Construction Inspector, shall be interpreted as requiring that the PC shall require such Sub-contractor, manufacturer, supplier or person to perform the specified action.

A Sub-contractor for any part of the work must have experience on similar work and, if required, furnish the Owner with a list of projects and the Engineer/Architects who are familiar with their competence.

### 31 - Access

The PC shall maintain access to the property owners adjacent to the Project covered by the Contract. The Architect/Engineer/Owner will have full access to the project site at all times.

### 32 - Construction Schedule and Procedures

The PC shall submit and continually update a time schedule for the work and a sequence of operations.

Before starting any work, and from time to time during its progress, as the Owner may request, the PC shall outline to the Owner the methods he plans to use in doing the work, and the various steps he intends to take. Failure of the Owner to reject the methods or steps proposed by the PC shall not relieve the PC of his responsibility for the correct and timely performance of the work.

This outline will be made part of the Contract Documents delivered to the Owner.

### 33 - Project Management

The PC shall schedule and coordinate the work of the PC and all Sub-contractors and others involved to maintain the accepted progress schedule. His duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this contract. Before ordering materials or doing work which is dependent upon coordination with site conditions, the PC shall verify all dimensions, elevations, grades, and utilities at the site and shall be responsible for the correctness of same. No consideration will be given any claim based on difference between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the Architect/Owner for decision before any work affected thereby is begun.

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

### 34 - Entry

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

### 35 - Preservation and Restoration

The PC shall use every precaution to prevent damage or destruction of buildings, poles and shrubbery. The PC shall provide an approved consultant whose responsibilities shall be to provide direct supervision of all removal and relocation of all shrubbery, hedges, plants and bushes shown to be relocated and plants not shown for relocation but requiring relocation due to the lay out of the sidewalk. He shall protect and carefully preserve from disturbance and damage all survey land monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and such monuments and markers shall be properly and accurately restored at no cost to the Owner.



When direct or indirect damage or injury is done to public or private property by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before the damage was done, by repairing or otherwise restoring, or he shall make good such damage in an acceptable manner. All restoration by the PC shall be accomplished as soon as construction in the disturbed area is complete.

Throughout the performance of the work, the PC shall construct and adequately maintain suitable and safe crossings over the trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other PCs (if any) or to the Owner.

Prior to commencing work on private property, the PC shall contact the Owner and/or occupant two (2) days in advance of the time work will commence.

The PC shall keep the premises, rights-of-way and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the work; and every day as the work areas as well as all tools, construction equipment and machinery and surplus materials; and shall leave the site clean. Any variations from this must be obtained in writing by the Owner. Trash burning on site will not be permitted. Prior to approval of a request for partial payment, the PC shall ensure that the work areas are cleaned up where construction has been performed during the period for which payment is requested.

When the work involves the laying of utility lines across grassed areas, streets, sidewalks and other paved areas; it shall be the responsibility of the PC to restore such areas to their original sound condition using construction techniques and materials which are the same as existing. In the case of planted areas, PC shall maintain the restoration work until positive growth has evidenced.

In a case of dispute, the Owner may remove the rubbish and surplus materials or perform restoration work and charge the cost to the PC.

#### 36 - Completion of "Punch List" Items

Prior to completion of the project, the PC shall request an inspection and any deficiencies found at that time will be noted on a "Punch List". The development of a "Punch List" shall not delay or terminate the accumulation or assessment of liquidated damages as established in Section 86 below.

#### 37 - Authority of PC

##### PC's Representative

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

### Construction Procedures

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

### 38 - Authority of Engineer/Architect

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

### 39 - Owner-PC Coordination

#### Service of Notice

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

#### Suggestions to PC

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

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

#### Cooperation

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

If requested by the PC, the Owner shall arrange meetings with other PCs performing work on behalf of the Owner to plan coordination of construction activities. The Owner shall keep the PC informed of the planned activities of other PCs.

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

#### 40 – Interpretation of Specifications and Drawings

Not applicable to this RFP Contract.

#### 41 - Discrepancies in Specifications and Drawings

##### Errors and Omissions

If the PC, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the Owner's field of work, he shall immediately inform the Owner in writing. The Owner, with assistance of the Engineer/Architect, shall promptly review the matter and if he finds an error or omission has been made; he shall determine the corrective actions and advise the PC accordingly.

If the corrective work associated with an error or omission increases or decreases the amount of work called for in the contract, the Owner shall issue an appropriate change order. After discovery of an error or omission by the PC, related work performed by the PC shall be done at his risk unless authorized, in writing, by the Owner.

##### Conflicting Provisions

In cases of conflict between the specifications and drawings, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings. In the event an item of work is described differently in two or more locations on the drawings and in the specifications, the PC shall request a clarification from the Engineer/Architect. For any event where the PC claims any ambiguities or discrepancies within the specifications, the PC may assume that the higher, greater and most stringent specification or standard applies.

#### 42 - Material, Equipment and Workmanship

Unless otherwise specifically stated in the Contract Documents, the PC shall provide and pay for material, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the work within the specified time. Material and equipment shall be new, free of defects and of the quality specified. Equipment offered shall be current modifications which have been in successful regular operation under comparable conditions. Construction work shall be executed in conformity with the standard practice of the trade. The PC is ultimately responsible for all work of all employees and sub-contractors and will warrant all work for this project.

#### 43 – Demonstration of Compliance with Contract Requirements Inspection

To demonstrate his compliance with the contract requirements, the PC shall assist the Owner in the performance of inspection work.

The PC shall grant the Owner access to the work and to the site of the work, and to the places where work is being prepared, or whence materials, equipment or machinery are being obtained for the work. The PC shall provide information requested by the Owner in connection with inspection work.

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

If parts of the work are covered in contravention of the Owner's directive, the cost of exposing the work for inspection and closing shall be borne by the PC regardless of whether or not the work is found to be in compliance with the contract.

If any work is covered in the absence of the Owner's directive to the contrary, the PC shall, if directed by the Owner, uncover, expose or otherwise make available for inspection, portions of covered work.

If it is found that such work is defective, the PC shall bear the expense of uncovering and reconstructing. If the work is found to be in compliance with the contract, the PC will be allowed an increase in the contract price, or an extension in the contract time, or both via a change order. The Owner reserves the right to require additional documentation from the PC as necessary to determine compliance with the Contract Documents.

#### Certification

In cases where compliance of materials or equipment to contract requirements is not readily determinable through inspection and tests, the Owner shall request that the PC provide properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certifications and proofs shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.

#### Inspection at Point of Manufacturing

If inspection and testing of materials or equipment in the vicinity of the work by the Owner is not practical, the specifications may require that such inspection and testing or witnessing of tests take place at the point of manufacture. In this case and in the event the remote inspection and testing is not specified and is requested by the Owner, the required travel, subsistence, and labor expenses shall be paid by the Owner. If the PC request the Owner to inspect and test material or equipment at the point of manufacture, then the additional costs to the Owner for travel, subsistence, and labor expenses shall be paid by the PC.

#### 44 - Project Meetings

Project meetings will be held on site as often as deemed necessary by the Owner throughout the construction period. Meetings will normally be held monthly. PC's representatives shall attend.

The purpose of the meetings will be to discuss schedule, progress, coordination, submittals and job-related problems.

#### 45 - Overtime and Shift Work

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the Owner's costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays and weekends, and between the hours of 6:00 p.m. and 7:00 a.m. on weekdays. Costs of overtime inspection will cover Engineer/Architecting, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

#### 46 - Construction Schedule

##### Scope

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

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

##### Daily Reports

The Contractor shall prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Architect and/or Owner at weekly intervals. The Contract shall maintain a complete set of reports at the job site, to include, work activities and progress; list of subcontractors at the site; general weather conditions and temperatures; meetings and significant decisions; stoppages, delays, shortages and losses; orders and requests of governing authorities; change orders received, implemented; status of change orders, shop drawings and other factors affecting completion; services connected, disconnected; equipment or system tests and start-up; problems or decisions required. Schedule of Non-Compliant Work shall be updated daily and submitted at monthly intervals.

##### Description

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

##### Submittal Procedures

Within fifteen (15) days after Notice of Award of the Bid, the Contractor shall submit to the Engineer/Architect a Job Progress Chart in triplicate indicating graphically the estimated date of starting and the length of time required to complete the various items of work to be done under this contract, together with the amount of money involved in each item. The complete schedule



shall include everything required in the execution of the contract and the total figure shall equal the contract price. The schedule shall show the anticipated payments for each month. Up-to-date schedules shall be submitted each month.

Within fourteen (14) calendar days after receipt of the submittal, the Engineer/Architect shall review the submitted schedule and return two copies with comments to the Contractor. If the Engineer/Architect finds that the submitted schedule does not comply with specified requirements, the corrective revisions will be noted on the submittal copy returned to the Contractor.

#### Schedule Revisions

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

#### Project Status Update

Project status, review and update shall be provided with each pay request and at least monthly as specified in Number 79, Contract Time.

#### 47 - Quality

Where the contract requires that materials or equipment be provided or that construction work be performed, and detailed specifications of such materials, equipment or construction work are not set forth, the PC shall perform the work using materials and equipment of the best grade in quality and workmanship obtainable in the market from firms of established good reputations, and shall follow standard practices in the performance of construction work. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment of work as a whole and in part. The PC is ultimately responsible for all work of all employees and sub-contractors and will warrant all work for this project.

#### 48 - Material and Equipment Specified By Name

Not applicable for this RFP Contract.

#### 49 – Submittal Procedure

##### General

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

##### PC's Responsibilities

The PC shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be as described in the submittal. The PC shall verify in writing that all features of all products conform to the requirements of the specifications and drawings. Submittal documents shall be clearly edited to

indicate only those items, models, or series of material or equipment which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated.

The PC shall insure that there is no conflict with other submittals and shall notify the Owner in each case where his submittal may affect the work of another PC or the Owner. The PC shall insure coordination of submittals among the related crafts and Sub-contractors.

### Transmittal Procedure

#### General

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

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

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

#### Deviation from the Contract

If the PC proposes to provide material, equipment, or method of work which deviates from the project manual, the PC shall give the Owner specific written notice of such deviations or variations that the submittal may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, the PC shall cause a specific notation to be made on each shop drawing and sample submitted to the Owner.

#### 50 - Requests for Substitution

The Owner will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or subcontractors. The Contractor's offers of substitution shall be made in writing to the Purchasing Agent and shall include sufficient data to enable the Owner to assess the acceptability of the material or equipment for the particular application and requirements.

#### 51 - Manufacturer's Directions

Manufactured articles, material and equipment shall be applied, installed, connected, erected, adjusted, tested, operated and maintained as recommended by the manufacturer, unless otherwise specified. Manufacturer's installation instructions and procedures shall be provided prior to installation of the manufactured articles, material and equipment.

#### 52 - Product Data

Data, which shall include manufacturer's catalog cuts, standard color charts, wiring diagrams, rough-in diagrams, test results, performance characteristics, certifications, maintenance instructions, installation instructions and other information to establish compliance with the specifications;

required by the Owner for inspecting, testing, operating or maintaining parts of the work shall be provided by the Contractor.

Unless otherwise specified, such information shall consist of six (6) copies and shall be provided at the time the referenced material or equipment is delivered to the job site. The data shall include such items as shop drawings, erection drawings, reinforcing steel schedules, testing and adjusting instructions, operations manuals, maintenance procedures, parts lists and record drawings. When applicable, information and data to be provided shall be identified by the specified equipment number. Extraneous material on the pages or drawings provided shall be crossed out, and the equipment or material to be supplied shall be clearly marked. Such information is to be provided as part of the work under this contract and its acceptability determined under normal material submittal procedures. The certificate of substantial completion shall not be issued for any portion of the work for which complete product data has not been submitted and approved.

The product data will indicate special utility and electrical characteristics, utility connection requirements and location of utility outlets for service for functional equipment and appliances.

### 53 - Operation and Maintenance Information

Six (6) complete sets of operation and maintenance information shall be provided for all mechanical and electrical equipment to include the following before final inspection. A draft copy of all information will be submitted fifteen (15) days prior to final inspection. The draft will be reviewed by the Owner and returned with comments, if any. Such operating and maintenance information shall consist of the name and address of the manufacturer, the nearest representative of the nearest supplier of the manufacturer's equipment and parts. The Contractor is to provide submittals to the Owner that are required by governing authorities, including occupancy permit, operating certificates and inspections as follows:

Building inspection, Fire Marshall, plumbing inspection, HVAC inspection, health inspection and electrical inspection.

Part 1: Directory which lists names, addresses and telephone numbers of Contractor, Subcontractors and major equipment suppliers.

Part 2: Operation and maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses and telephone numbers of Subcontractors and supplies. In addition, the following items of information shall be provided where applicable:

Lubrication Information: This shall consist of the manufacturer's recommendations regarding the lubricants to be used and the lubrication schedule to be followed.

Control Diagrams: Diagrams shall show internal and connection wiring.

Start-up Procedures: These instructions consist of the equipment manufacturer's recommendations for installation, adjustment, calibration, and troubleshooting.



**Operating Procedures:** These instructions consist of the equipment manufacturer's recommended step-by-step procedures for starting, operating, and stopping the equipment under specified modes of operation.

**Preventive Maintenance Procedures:** These instructions consist of the equipment manufacturer's recommended steps and schedules for maintaining the equipment.

**Overhaul Instructions:** These instructions consist of the manufacturer's directions for the disassembly, repair and reassembly of the equipment and any safety precautions that must be observed while performing the work.

**Parts List:** This list consists of the generic title and identification number of each component part of the equipment.

**Spare Parts List:** This list consists of the manufacturer's recommendations of numbers of parts which should be stored by the Owner and any special storage precautions which may be required. The Contractor shall provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections. The Contractor shall deliver to project site and place in location as directed and obtain a receipt prior to final payment.

**Additional Data:** This consists of extra information needed by the Owner for operation and maintenance as it becomes apparent during instruction.

Make changeover to permanent locks and transmit keys to Owner.

**Part 3:** Project documents and certificates, including the following: shop drawings and product data; air and water balance reports; certificates and photocopies of warranties and bonds.

Original warranties as required by the Contract Documents and as supplied by the manufacturer.

#### 54 - Record Drawings

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

Unless otherwise specified, record drawings shall be full size and maintained in a clean, dry, and legible condition. Record documents shall be subject to periodic review by the Owner. Record documents shall not be used for construction purposes and shall be available for review by the

Owner during normal working hours at the job site. Prior to final inspection, all record drawings shall be submitted to the Owner.

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

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

The drawings shall be marked to show the relative location of utilities to surface improvements. (i.e. show utilities on correct side of curb, trees, other utilities, etc.)

Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. Failure to maintain current record drawings shall be cause for delay of request for payment. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

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

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

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

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

During progress of this work, the construction crew/PC shall furnish and keep on file at all times a complete and separate set of black line prints on which shall be clearly, neatly and accurately noted promptly as work progresses all changes, revisions and addition to the work, and wherever work was installed otherwise than as shown on the contract drawings.

As the work progresses, record on one set of Drawings all changes and deviations from the Contract Drawings. Record also the exact final locations of sewer, water and gas lines by off-set distances to surface improvements, such as buildings or curbs. Upon completion, have these Drawings and records checked by the Architect/Owner and deliver them to the Authority for incorporation in the Tracings.

At completion of work, the construction crew/PC shall furnish a second set of black line prints, which he shall mark up with as-built features exactly duplicating the original marked set. The construction crew/PC shall then deliver both sets of marked prints to the Architect/Owner.

### 55 - Protection of the Public and Property

The PC shall provide and maintain all necessary watchmen, barricades, lights, fencing, flagmen and warning signs and take all necessary precautions for the protection of the public safety and/or as required by law. Such facilities shall be maintained throughout the life of this contract.

### 56 – Protection of the Owner’s Property

The PC shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. The PC shall adequately protect adjacent private and public property, as provided by Law and Contract Documents.

Before parking any heavy equipment on property of the Owner, the PC must request and receive permission from the Owner.

### 57 - Maintenance of Traffic and Sequence of Operation

General - The following requirements will apply:

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

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

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

Trenches shall be opened for only the amount of pipe that can be laid in one (1) calendar day. Trenches shall be backfilled and compacted as soon as the pipe is laid, if applicable. Where access to parking lots is to be denied, the PC shall advise each property owner one (1) calendar day in advance of the time the parking lot(s) will be inaccessible.

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

#### Materials Required

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

Fluorescent orange traffic cones, 24” high.

#### Placement and Erection

The advance warning signs shall be placed ahead of construction in accordance with the

Construction Section of Manual on Uniform Traffic Control Devices, current edition.

Traffic cones shall delineate the full length of the lane closure, including transitions, if applicable.

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

#### Safety

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

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

#### Enforcement

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

#### Compensation

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

#### 58 - Lot Corners

Not applicable for this RFP Contract.

#### 59 – Existing Utilities

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

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



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

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

The PC shall familiarize himself with and comply with the provisions of O.C.G.A. Section 25-9-1 et. seq. If any public or private utility lines, pipes, facilities, or structures are damaged or broken by the operations of the PC as a result of being disturbed, exposed or unsupported, the PC shall be responsible for the complete and prompt restoration of the same and shall indemnify and hold the Owner, its officers, employees and agents harmless from any claims or causes or action for damage and for any liability which may arise therefrom.

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

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

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

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

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

#### 60 - Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment because of race, color, religion, sex

or national origin. This provision shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates or pay or their forms of compensation, and selection for training, including apprenticeship.

#### 61 - Material Delivery, Handling, and Storage

The PC shall schedule and sequence the delivery of material and equipment such that installation can be accomplished in a timely manner. The PC shall thoroughly examine all material and equipment upon delivery and shall not accept delivery of defective or damaged material or equipment.

Nylon slings and chokers shall be used for lifting all material and equipment. Chains, cables, wire rope, or other such items that may cause change to factory applied coatings shall not be used for handling of material or equipment.

Material and equipment shall be stored as compactly and neatly as practicable at points convenient for the PC and which do not damage the work or interfere with or are otherwise hazardous to traffic. Material and equipment shall be stored so as to facilitate inspection and to insure preservation of their quality and fitness for use. All material and equipment shall be stored on wooden skids or platforms such as not to be in direct contact with the ground.

All mechanical and electrical equipment shall be stored and covered in a manner such as to completely be protected from dust and moisture. Prior to the delivery of any materials or equipment the PC shall submit, for the Owner's review, a plan showing all designated storage and assembly areas. Should the PC choose to store material or equipment or use for assembly property which is not owned by the Owner or the PC, a letter of permission signed by the legal owner of the property shall be obtained by the PC and submitted to the Owner a minimum of 24 hours prior to delivery. All material and equipment stored at any facility other than the site shall be tagged with the Owners name and the project number.

#### 62 - Maintenance During Construction

The PC shall maintain the work from the beginning of construction operations until final acceptance of the Project. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the roadway or structures are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State of Georgia, where applicable.

Upon completion of the work, the PC shall remove all construction signs and barricades before final acceptance of the project.

#### 63 - Emergencies

In an emergency affecting the safety of life or of the work or of adjoining property, the PC is, without special instructions or authorization from the Owner, hereby permitted to act at his discretion to prevent such threatening loss, damage or injury. He shall also act, without appeal, if so authorized or instructed by the Owner. The PC shall supply the Engineer/Architect and the

Owner with two (2) emergency phone numbers for contact 24 hours per day in the event of an emergency. After attempting contact with the PC via the emergency phone numbers, the PC cannot be reached or should he fail to respond, the Owner may remedy the situation by whatever means as may be necessary and deduct the cost for same from any monies due the PC.

#### 64 - Compensation

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

#### 65 - Safety and Health Regulations

The PC shall comply with the Department of Labor, Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970, as amended. The PC also shall comply with the provisions of the High-Voltage Safety Act of the State of Georgia, O.C.G.A. Section 46-3-30 et. seq., and all federal, state, and local codes, regulations, and standards.

#### 66 - Accidents

The PC shall provide at the site such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The PC shall report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury, or property damages, giving full details and statement of witnesses. In addition, if death or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the PC and any sub-contractor an account of any accident, the PC shall promptly report the facts to the Owner, giving full details in writing of the claim.

The PC shall provide his Superintendent and Foreman who are on the site of the work, the name of hospital and phone number and the name and phone number of the doctor he proposes to use in case of accident.

#### 67 - Load Limits

The PC shall be governed by the local load limit requirements of the Georgia Standard Specifications on State, County or City maintained roadways. The PC shall be responsible for his damage to existing streets and roads.

#### 68 – Sanitary Provisions

The PC shall provide temporary sanitary facilities for the use of the workmen during the progress of the work. The sanitary facilities shall conform to the requirements of the Federal Occupational Safety and Health Administration. All facilities shall be removed at the completion of the Contract.

#### 69 - Construction Buildings

Should the PC desire, he may erect structures for housing tools, machinery and supplies; structures will be permitted only at places approved by the Owner. Their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, and the site shall be restored to its

original condition at the expense of the PC. Structures will not be permitted for the housing of men.

#### 70 - Cleaning Up

The PC shall, as directed by the Owner, remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. Clean-up shall be concurrent with the work. Where complete restoration is not reasonable until testing or inspection is complete, the PC shall, at minimum, remove all debris and trash and perform grading such that the area is left neat and without depressions that may hold water. The sufficiency of temporary clean-up shall be at the discretion of the Engineer/Architect and the Owner.

#### 71 - Electrical Energy

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

There shall be sufficient artificial light, by means of electricity, so that all work may be done in a workmanlike manner when there is not sufficient daylight.

The PC shall remove all temporary electrical service and appurtenances prior to final acceptance by the Owner. Where permanent electrical service is required, the PC shall request, in writing, an inspection of the electrical components of the work. Such request for inspection shall be given a minimum of 48 hours in advance. At such time as the electrical components of the work have been inspected and approved, the PC shall request from the Owner, in writing, an electrical service. Such request for electrical service shall be given a minimum of ten (10) days in advance.

#### 72 - Water Supply

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

All water from fire hydrants, post hydrants, or otherwise from the existing distribution system under local control, shall be metered with a meter supplied by any local public body or authority responsible for the system and shall be obtained only with written authorization of the Owner. The PC shall remove all temporary water service and appurtenances prior to final acceptance by the Owner.

#### 73 - Environmental Impact

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

##### Noise

All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels. In addition, operation of equipment and machinery shall be limited to daylight hours, with no Saturday or Sunday work, except with the permission of the Owner, based on critical



need for the operation. The work shall be arranged, scheduled and organized in such a manner and method so as to cause the minimum of interference with the conduct of the adjacent City and County operation. No loud radios, use of drugs, or profanity on project sites. Workman shall be restricted from all buildings other than those in which work is being done. No unmuffled internal combustion engines, pneumatic devices nor pressure relief valves will be permitted.

#### Dust/Smoke

All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions. Dust causing operations shall be controlled by sprinkling or aspiration.

Burning or refuse or rubbish on or near the site will not be permitted.

#### Traffic

Trucks carrying spoil, fill, concrete or other materials shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

#### Siltation and Erosion

The PC shall perform his work to minimize siltation and erosion during construction. All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material leaves the construction site. Measures shall be taken promptly to eliminate siltation and erosion, including the installation of dams, detention basins, silt fencing, and other retaining devices. The PC shall conduct operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

#### Use of Chemicals

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

#### 74 - Progress Payments

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

Not later than the fifth day of every month the Contractor shall prepare and submit a Request for Periodic Payment, along with an Affidavit of payment of claims, covering the total quantities under each item of work that has been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of values for such items together with such supporting evidence as may be

required by the Engineer/Architect; however, the Owner reserves the right to request additional information from the Contractor.

This estimate may also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site or stored in an approved location and suitably protected but not as yet incorporated in the work. Under no circumstances shall any material or equipment, for which payment has been made by the owner to the Contractor, be sold, returned to the supplier or otherwise moved from storage except for incorporation into the work as covered in this contract without written authorization from the Owner. Payments shall be made for materials stored off- site only if said materials are stored in an independent bonded warehouse and if all costs of storage, insurance, loading and transfer for such materials is paid for by the Contractor. The Contractor shall submit to the Owner bills of lading and bonds with any request for such payment.

Not later than the 30th day after submitting an accepted, approved and correct estimate along with all required documentation (as per these contract documents) as detailed in the above paragraph, the Owner shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the estimate as approved by the Owner, as long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Owner, the Owner shall retain 10% of the gross value of the completed work as indicated by the current approved estimate.

After the gross value of completed work becomes equal to 50% of the total Contract amount within a time period satisfactory to the Owner, then the Owner will continue to retain the 10% of the first 50% of the work but will not require any additional retainage; provided, however, that if work is unsatisfactory or falls behind schedule, retention may be resumed at the previous level after notification to the Contractor. Amounts unpaid at the end of the 30 days after the billing date shown on each invoice shall bear interest at the rate of one percent (1%) per month not to exceed three months (3%).

The Contractor shall also submit with each Request for Periodic Payment a progress report on a form approved by the Engineer/Architect at or before the pre-construction conference. Failure to submit a progress report shall be grounds for the Owner to withhold payment. To expedite the approval of requests for partial payment, the Contractor shall submit with his request the following information:

A copy of the Progress Schedule marked to indicate the work actually accomplished.

An itemized list of materials stored for which payment is being claimed. This list shall be accompanied by the suppliers' invoices indicating the materials costs. Payment for materials stored shall be subject to the same retainage provisions as for work completed.

An outline of time lost because of an event giving rise to a request for an extension of contract time.

The Owner has a right to hold a payment to a contractor who has not included an updated progress report with his pay request.

Retention of contractual payments and the creation of escrow accounts for contracts for the installation, improvement, maintenance or repair of water or sewer facilities shall be in accordance with the Georgia Retainage Law, Section 13-10-20, Article 2, as found in O.C.G.A.

Before final payment is due, the Contractor shall submit evidence satisfactory to the Engineer/Architect and Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment an additional Surety Bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated.

Special Payment Provision: For contractor where payment bonds have been waived, all Requests for Periodic payment forms submitted by the Contractor shall be accompanied by payment affidavits from each subcontractor/supplier for the services/materials claimed before payment will be released by the owner. Application for final payment shall also be accompanied by a lien waiver from each (sub)contractor/supplier who furnished labor or materials for the job.

Under this paragraph, failure to supply said documentation, any additional requested information, partial releases, waiver of liens, and evidence of payment of all current accounts will be considered grounds for withholding partial payments, and failure to supply a release and unconditional lien waivers for said Surety Bond for the entire job, on completion, will be grounds for withholding final payment.

#### 75 - Measurement and Payment

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

Within ten (10) days of issuance of the Notice of Award, on lump sum contracts, the PC shall provide, for review and approval, a schedule of values for the various subdivisions of the work.

#### 76 - Use of Completed Portions

The Owner may, at any time during progress of the work, after written notice to the PC, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portions which may not be expired. In such case, the Engineer/Architect with the Owner's occurrence may issue documents of Substantial Completion for such portions of the work; but such taking possession thereof shall not be deemed an acceptance of any other portions of the work, nor of any uncompleted portions, nor of any work not completed in accordance with the Contract Documents.

#### 77 - Payments Withheld Prior to Final Acceptance

During the execution of the work certain portions of the work may be directly or indirectly placed in service. However, "beneficial use" shall not be claimed by the PC as a means to force acceptance or completion. It shall be the responsibility of the PC to request, in writing to the Owner, an inspection to determine acceptance on all or any portion of the work.

It shall be the responsibility of the PC to consider the amount of time any particular portion of this job may be used prior to Final Acceptance and bid the job accordingly.

#### 78 - Payments Withheld Prior to Final Acceptance

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

Defective work not remedied.

Claims filed or reasonable evidence indicating proposed public filling of claims by other parties against the PC.

Failure of the PC to make payments properly to Sub-PCs or for material or labor.

Damage to another Contactor.

When the above grounds are removed or the PC provides a Surety Bond, satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them.

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

#### 79 - Contract Time

##### General

Time shall be of the essence of the contract. The PC shall promptly start the work after the date of the notice to proceed and shall prosecute the work so that portions of the project shall be complete within the times specified in Section 46. During periods when weather or other conditions are unfavorable for construction, the PC shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work, where acceptable quality or efficiency will be affected by unfavorable conditions, shall be constructed while those conditions exist. It is expressly understood and agreed by and between the PC and the Owner that the contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

##### Construction Schedule

The PC shall provide a construction schedule and reports as specified in Section 46 for scheduling and coordinating the work within the contract time. Contract time extensions shall be incorporated into updated schedules, reflecting their effect at the time of occurrence. Failure of the



PC to comply with these requirements for submittal of the construction schedule and reports shall be cause for delay in review of progress payments by the Owner.

### Construction Progress

The PC shall furnish such manpower, materials, facilities and equipment as may be necessary to insure the prosecution and completion of the work in accordance with the accepted schedule. If work falls fourteen (14) days or more behind the accepted construction schedule, the PC agrees that he will take some or all of the following actions to return the project to the accepted schedule. These actions may include the following:

Increase manpower in quantities and crafts.

Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing.

Reschedule activities.

If requested by the Owner, the PC shall prepare a proposed schedule revision demonstrating a plan to make up the lag in progress and insure completion of the work within the contract time. Upon receipt of an acceptable proposed schedule, the revision to the construction schedule shall be made in accordance with Paragraph 22. All actions to return the project to the acceptable schedule are at the PC's expense.

The PC shall pay all costs incurred by the Owner which result from the PC's action to return the project to its accepted schedule. The PC agrees that the Owner shall deduct such charges from payments due the PC. It is further understood and agreed that none of the services performed by the Engineer/Architect in monitoring, reviewing and reporting project status and progress shall relieve the PC of responsibility for planning and managing construction work in conformance with the construction schedule.

### Delays

When the PC foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay which the PC regards as unavoidable, he shall notify the Owner in writing of the probability of the occurrence of such a delay, the extent of the delay and its possible cause. The PC shall take immediate steps to prevent, if possible the occurrence or continuance of the delay.

If this cannot be done, the Owner shall determine how long the delay shall continue and to what extent the prosecution and complete of the work are being delayed thereby. He shall also determine whether the delay is to be considered avoidable or unavoidable and shall notify the PC of his determination. The PC agrees that no claim shall be made for delays which are not called to the attention of the Owner at the time of their occurrence.

Avoidable delays in the prosecution of the work shall include delays which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the PC or his Sub-contractors. Avoidable delays include:

Delays which may in themselves be unavoidable but which affect only a portion of the work and do not necessarily prevent or delay the prosecution of neither other parts of the work nor the completion of the whole work within the contract time.

Time associated with the reasonable interference of other PCs employed by the Owner which do not necessarily prevent the completion of the whole work within the contract time.

Unavoidable delays in the prosecution or completion of the work shall include delays which result from causes beyond the control of the PC and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the PC or his Sub-contractors.

Delays caused by acts of God, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes and freight embargoes shall be considered as unavoidable delays insofar as they prevent the PC from proceeding with at least 75 percent of the normal labor and equipment force for at least 5 hours per day toward completion current controlling items on the accepted construction schedule.

Should abnormal conditions prevent the work from beginning at the usual starting time, or prevent the PC from proceeding with 75 percent of the normal labor and equipment force for a period of at least 5 hours per day, and the crew is dismissed as a result thereof, he will not be charged for the working day whether or not conditions change so that the major portion of the day could be considered suitable for work on the controlling item.

#### Extension of Time

In case the work is not completed in the time specified, including extensions of time as may have been granted for unavoidable delays, the PC will be assessed liquidated damages, as specified in Section 86 below.

The Owner may grant an extension of time for avoidable delay if he deems it in his best interest. If the Owner grants an extension of time for avoidable delay, the PC agrees to pay the liquidated damages.

Unavoidable Delays: For delays which the PC considers to be unavoidable, he shall submit to the Engineer/Architect complete information demonstrating the effect of the delay on the controlling operation in his construction schedule. The submission shall be made within thirty (30) calendar days of the occurrence which is claimed to be responsible for the unavoidable day.

The Owner shall review the PC's submission and determine the number of days unavoidable and the effect of such unavoidable delay on controlling operations of the work.

If the Owner agrees to grant an extension of time to the extent that unavoidable delays affect controlling operations in the construction schedule, during such extension of time, neither extra compensation or Engineer/Architecting inspection and administration nor damages for delay will be charged by the PC to the Owner.

It is understood and agreed by the PC and Owner that time extensions due to unavoidable delays will be granted only if such unavoidable delay involve controlling operations which would prevent completion of the whole work within the specified contract time. It is understood and agreed by the PC and Owner that during such extension of time, no extra compensation shall be paid to the PC.

Damage for Delays: For the period of time that any portion of the work remains unfinished after the time fixed for completion in the Contract Documents, as modified by extensions of time granted by the Owner, it is understood and agreed by the PC and the Owner that the PC shall pay the Owner the liquidated damages, specified in Section 86 below.

#### 81 - Differing Site Conditions

The PC shall promptly, and before such conditions are disturbed, notify the Owner in writing of (1) subsurface or latent physical conditions differing materially from those indicated in the contract or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

#### 82 - Changes in Work

The Owner, without invalidating the Contract, may order additions to or deductions from the work. The PC shall proceed with the work, as changed and the value of any such extra work or change shall be determined as provided in the Agreement, and the contract sum adjusted accordingly. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of a written order approved by the Owner, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

#### 83 - Force Account and Extra Work

Not Applicable for this RFP Contract

#### 84 - Claims for Extra Cost

Not Applicable for this RFP Contract

#### 85 - Correction of Work Before Final Payment

The PC shall promptly remove from the premises all material condemned by the Owner, or as determined by the Owner as failing to meet Contract requirements, whether incorporated in the work or not, and the PC shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making all work of other PCs destroyed or damaged by such removal or replacement.

If the PC does not remove such condemned work and materials as promptly as possible, after written notice, the Owner may remove them and store the material at the expense of the PC.

#### 86 - Liquidated Damages

The Owner will suffer financial loss if the work is not complete on the date set forth in the Contract Documents, including extension granted thereto. Failure to complete the work within the

number of days stipulated in the Contract shall entitle the Owner to retain from compensation otherwise due to be paid to the PC, or for the Owner to be paid directly by the PC the sum of **One Hundred Dollars (\$100)** as fixed and agreed to as liquidated damages for each calendar day of delay until the work is complete. The PC, and his Surety, shall be liable for and shall pay to the Owner any sum due and owing to the Owner as liquidated damages.

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

#### 87 - Suspension or Abandonment of Work

##### Suspension of Work

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

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

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

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

##### Abandonment of Work

This Contract may be terminated by the Owner upon seven (7) days written notice to the PC in the event that the project is permanently abandoned. If the project is abandoned by the Owner for more than 90 consecutive days, the PC may terminate this Contract upon not less than seven (7) days written notice to the Owner.

#### 88 - Termination of Contract

##### Termination for Convenience of Owner

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

The PC in calculating his termination application for payment, shall develop his outstanding costs in accordance with Section 83, including those materials in transit and non-cancellable with the appropriate percentage markups; Sub-contractors shall follow same procedures. All costs must be substantiated by adequate back-up documentation. The termination will not affect any rights or



remedies of the Owner against the PC then existing or which may thereafter accrue. Any retention or payment of moneys due to the PC by the Owner will not release the PC from liability.

Default Termination

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

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

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

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

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

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

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

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

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

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

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

or

If, after the PC has been terminated for default pursuant to paragraph two (2), it is determined that none of the circumstances set forth paragraph two (2) exist, then

such termination shall be considered a termination of convenience pursuant to paragraph one (1). If the Owner terminates this agreement for any of reasons enumerated in paragraph two (2), then the Owner may take possession of the site and of all documents, materials, equipment, tools, construction equipment and machinery thereon owned by the PC and may finish the work by whatever method the Owner may deem expedient. In such case, the PC shall not be entitled to receive any further payment until the work is finished.

#### Allowable Termination Costs

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

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

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

Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the PC, as provided in this paragraph, the fair value as reviewed by the Engineer/Architect, determined by the Owner, of property which is destroyed lost, stolen or damaged so as to become undeliverable to the Owner.

#### General Termination Provisions

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

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

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

Terminate all orders and subcontracts to the extent that they relate to the performance of

Work terminated by the Notice of Termination;

Assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the right, title and interest of the PC under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

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

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

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

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

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

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

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

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

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

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

Any claim which the Owner may have against the PC;

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

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

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

#### 89 - PC's Right to Stop Work or Terminate Contract

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

#### 90 – Disputes Resolution

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

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

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

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



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

91 - Removal of Equipment

In the case of termination of this Contract before completion for any cause whatever the PC, if notified to do so by the Owner, shall promptly remove any part or all of his equipment from the property of the Owner, failing which the Owner shall have the right to remove such equipment at the expense of the PC.

92 - Laws of Georgia

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

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

93 – Quantity Variance Reserve

This line item shall be strictly reserved for work as required by the Owner under Section 82 above and Section 83 above without the adjustment of the contract sum, and shall not otherwise be interpreted for any other use and shall not contain any of the PC's work, or cost, known or unknown, at the time of bidding.

Prior to final acceptance of the work, a summary change order shall be developed and the contract sum shall be reduced by the total amount of the quantity variance reserve not used by the Owner.

94 - Discrepancy Between General Conditions and Technical Specifications

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

95 – Ownership of Salvaged Material and Equipment

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

-End of This Section-



**RFP #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK  
VENDOR'S CHECKLIST**

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

Please indicate you have completed the following documentation; and submit them in the following order. **This Page is to be submitted with your Proposal.**

- Vendor's Checklist
- Vendor's Information Form
- Vendor's Price Proposal Form
- Vendor's Qualifications as detailed in Section II, D
- References as listed under Section II, D
- Execution of Proposal Form
- Addenda Acknowledgement Form and Any Addenda Issued
- Proposer's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
  - Contractor Affidavit
  - Subcontractor Affidavit (if applicable)
- Local Small Business Initiative Affidavit (if applicable)
- Proof of Insurance/Certificate of Insurance – Requirements listed on Page 7
- Completed W9
- Copy of Valid Business License
- Copy of Professional licenses (if applicable)

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



**RFP #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK  
PROPOSER'S INFORMATION FORM**

---

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

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



**RFP #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK  
PROPOSER’S PRICE PROPOSAL FORM**

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

<b>Description</b>	<b>Unit of Measure</b>	<b>Cost</b>
Inspect and Certify Current Water Tank	Lump Sum	
Move Current Water Tank to New Location, if Certified	Lump Sum	
Clean and Install Current Water Tank, if Certified	Lump Sum	
Dismantle and Dispose of Current Water Tank, if Non-certifiable	Lump Sum	
20,000 Gallon Plastic Water Tank	Each	
Install New Water Tank	Lump Sum	

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

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

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

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

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

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





**BID BOND**  
**(Turn this form in with the bond)**

**STATE OF GEORGIA**

**COUNTY OF DAWSON**

KNOW ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_

\_\_\_\_\_, as Principal, and

\_\_\_\_\_, as Surety, are held and firmly

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

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

**RFP #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK**

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

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



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

PRINCIPAL: \_\_\_\_\_

Signed and sealed in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Seal)

1. \_\_\_\_\_
2. \_\_\_\_\_

SURETY: \_\_\_\_\_

Signed and sealed in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Seal)

1. \_\_\_\_\_
2. \_\_\_\_\_

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



RFP #319-18 CLEAN, INSPECT AND

RELOCATE FIRE SUPPRESSION WATER TANK

**PROPOSER'S REFERENCE FORM**

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

References for: \_\_\_\_\_  
(Company Name)

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

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

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

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



**EXECUTION OF PROPOSAL**

---

DATE: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Typed Name & Title

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



**RFP #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK  
DRUG FREE WORKPLACE**

---

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

\_\_\_\_\_

Whose address is:

\_\_\_\_\_

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,

2. A drug free workplace will be provided for the PC'S employees during the performance of the contract; and,

3. Each Sub-contractor hired by the PC shall be required to ensure that the Sub-contractor's employees are provided a drug free workplace. The PC shall secure from that Sub-contractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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



**RFP #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK  
ADDENDA ACKNOWLEDGEMENT**

---

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

Addendum No. \_\_\_\_\_

Addendum No \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

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

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



**RFP #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK  
PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION**

---

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

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

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this solicitation #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK was issued except: 1) through the Purchasing Department, 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

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

**COMPANY NAME:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

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



## Georgia Security & Immigration Compliance (GSIC) Act Affidavit

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

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

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

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

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

### **PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:**

Melissa Hawk  
Dawson County Purchasing Manager  
25 Justice Way, Suite 2223  
Dawsonville, GA 30534

Fax: (706) 531-2728  
Email: [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)





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

<b>PC's Name:</b>	
<b>County Solicitation/ Contract No.:</b>	

**PC AFFIDAVIT**

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

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

\_\_\_\_\_  
EEV / E-Verify™ Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(PC Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of PC

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

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

**My Commission Expires:**

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



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

<b>PC's Name:</b>	
<b>County Solicitation/ Contract No.:</b>	

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

<b>PC's Name:</b>	
<b>Sub-contractors:</b>	



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

<b>PC's Name:</b>	
<b>Sub-contractor's (Your) Name:</b>	
<b>County Solicitation/ Contract No.:</b>	

**SUB-CONTRACTOR AFFIDAVIT**

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

\_\_\_\_\_  
EEV / E-Verify™ Number

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of PC

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

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

My Commission Expires:

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



**RFP #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK  
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE**

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

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

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

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

<b>Does the Proposer have the above EEO policy in place?</b>	<b>Y</b>	<b>N</b>

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

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

\_\_\_\_\_  
Firm's Name

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

\_\_\_\_\_  
Date

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



**RFP #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK  
LEGAL AND CHARACTER QUALIFICATIONS**

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

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

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

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

**License Revocation:**

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

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

\_\_\_\_\_

\_\_\_\_\_

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





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

**NAME**

**ADDRESS**

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

**CONTACT  
PERSON**

**TITLE**

**PHONE  
NUMBER/EMAIL**

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



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

Used For Government Monitoring Purposes

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

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

**BID NAME & BID #310-18 SERVICES FOR THE VETERANS MEMORIAL PARK POOL HOUSE**

**Please place an “X” on the line that apply**

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

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

Yes         No

Minority Owned Business:  Yes         No

Disadvantaged Business Enterprise (DBE) Company?     Yes         No

Number of Employees: \_\_\_\_\_

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

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

**SAMPLE AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**RFP #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK**

This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, entered into on , 2018, (hereinafter referred to as the "Owner") and , (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Request for Proposals #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

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

**ARTICLE 1**

**THE CONTRACT AND THE CONTRACT DOCUMENTS**

**1.1 The Contract**

1.1.1 The Contract between the Owner and the 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 **#319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK** 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.

## **1.7 Unobligated Funds**

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

## **ARTICLE II**

### **CONTRACT DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE III**

### **THE WORK**

#### **3.1 Scope of Services**

3.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications, amendments to the IFB document, and drawings of the Project and in accordance with the bid and specifications as outlined in Invitation for Bid #319-18 **CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK.**

3.1.2 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 in Exhibit "A":

## ARTICLE IV

### CONTRACT TIME

#### 4.1 Time and Liquidated Damages

4.1.1 The Contractor shall complete the project within the time frame as designated on the Notice to Proceed letter issued by the Purchasing Department.

4.1.2 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 86 as defined in the IFB documents 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.

#### 4.2 Substantial Completion

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

#### 4.3 Time is of the Essence

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

## ARTICLE V

### CONTRACT PRICE

#### 5.1 The Contract Price

5.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the work required in the Bid Documents, the fixed sum as set forth in Exhibit "B" for furnishing materials, labor, and equipment necessary for the completion of Project #319-18 **CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK**. 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".

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

## ARTICLE VI

### PAYMENT OF THE CONTRACTOR

#### 6.1 Payment Procedure

6.1.1 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.

6.1.2 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.

6.1.3 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.

6.1.4 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.

#### 6.2 Withheld Payment

6.2.1 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

### **6.3 Completion and Final Payment**

6.3.1 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. Contractor will return Exhibit "C" of the contract to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

6.3.2 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.

6.3.3 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.

6.3.4 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, as attested to in Exhibit "C" of the contract.

6.3.5 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 VII**

### **THE OWNER**

#### **7.1 Information, Services and Things Required From Owner**

7.1.1 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.

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

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

## **7.2 Right to Stop Work**

7.2.1 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.

## **7.3 Owner's Right to Perform Work**

7.3.1 If the Contractor's work is stopped by the Owner under Paragraph 7.2 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 VIII**

## **THE CONTRACTOR**

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

**8.2** 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.

## **8.3 Warranty**

8.3.1 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. This project shall have a five (5) year warranty on both the FDR and asphalt.

**8.4** 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.

## **8.5 Supervision**

8.5.1 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.

## **8.6 Cleaning the Site and the Project**

8.6.1 The Contractor shall keep the site reasonably clean during performance of the work as stipulated in the IFB document. 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.

## **8.7 Access to Work**

8.7.1 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.

## **8.8 Indemnity**

8.8.1 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.

8.8.2 In claims against any person or entity indemnified under this Paragraph 8.8 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 8.8 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 IV**

## **CONTRACT ADMINISTRATION**

### **9.1 Administration**

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

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

9.1.3 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.

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

9.1.5 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.

9.1.6 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.

## **9.2 Claims by the Contractor**

9.2.1 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.

9.2.2 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 9.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

9.2.3 *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.

### 9.2.4 *Claims for Additional Costs*

9.2.4.1 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.

9.2.4.2 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.

### 9.2.5 *Claims for Additional Time*

9.2.5.1 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.

#### 9.2.6 *Claims for Weather Delays*

9.2.6.1 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 X

### CHANGES IN THE WORK

#### 10.1 **Changes Permitted**

10.1.1 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. All Change Orders must be processed by the County Purchasing Manager on the issued Project Purchase Order for record.

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

#### 10.2 **Change Order Defined**

10.2.1 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. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

#### 10.3 **Changes in the Contract Price**

10.3.1 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 10.3.2 below. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

10.3.2 If no mutual agreement occurs between the Owner and the contractor as contemplated in Subparagraph 10.3.1 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.

10.3.3 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.

#### **10.4 Notice to Surety; Consent**

10.4.1 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 XI**

#### **CONTRACT TERMINATION**

##### **11.1 Termination by the Contractor**

11.1.1 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.

11.1.2 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 11.2.1.

##### **11.2 Termination by the Owner**

###### **11.2.1 *for Convenience***

11.2.1.1 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.

11.2.1.2 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.

11.2.1.3 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.

###### **11.2.1.4**

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 (b) below.

- (a) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (b) 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 11.2.1.2 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 11.2.1 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.

11.2.2 *for Cause*

11.2.2.1 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.

11.2.2.2 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.

11.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 11.2.2 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 11.2.1 and the provisions of Subparagraph 11.2.1 shall apply.

**ARTICLE XII**

**INSURANCE**

## **12.1 Contractor's Insurance Requirements**

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

12.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of all Insurance as required by Paragraphs 12.1.1 and 12.1.4.

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

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

12.1.5 Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

## **ARTICLE XIII**

### **MISCELLANEOUS**

#### **13.1 Governing Law**

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

#### **13.2 Successors and Assigns**

13.2.1 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.

#### **13.3 Surety Bonds**

13.3.1 The Contractor shall furnish separate payment and performance bonds, Exhibits "D" and "E", 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 payment bond and the performance bond shall be deemed increased by like amount. The payment and performance 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.

### **13.4 Severability**

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

### **13.5 Merger**

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

### **13.6 Confidential Information**

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

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

### **13.7 Litigation and Arbitration**

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

### **13.8 Condition Precedent – Litigation**

13.8.1 This Contract shall be governed by the Laws of the State of Georgia. The Consultant hereby agrees that as a condition precedent to the filing of any legal action against the Owner arising out of or related to this Agreement, the Consultant shall first provide the Owner thirty (30) days' written notice of its intent to file such

action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

**13.9 Term of Agreement**

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

**13.10 Multi-year Contract**

13.10.1 This Contract and Agreement shall not be eligible for a multi-year contract term.

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

**13.11 Notices**

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

Owner:	Consultant:
Dawson County Board of Commissioner	
Attn: Melissa Hawk	Attn:
25 Justice Way, Suite 2223	
Dawsonville, GA 30534	
Phone: 706-344-3500 x.42223	
Email: <a href="mailto:mhawk@dawsoncounty.org">mhawk@dawsoncounty.org</a>	

-Signature Page to Follow-

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

**OWNER:**  
**DAWSON COUNTY, GEORGIA**

**CONTRACTOR:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

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

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

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

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

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

**Attest:**

**Attest:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

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

**Title:** County Clerk

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

**EXHIBIT "A"**  
**SCOPE OF WORK**

**-End of Exhibit A-**

**EXHIBIT "B"**  
**PROJECT PRICE PROPOSAL FORM**

**-End of Exhibit "B"-**



**EXHIBIT "C"**

**AFFIDAVIT OF PAYMENT OF CLAIMS**

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

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_ appeared before me \_\_\_\_\_, a Notary

Public, in and for \_\_\_\_\_, and being by me first duly

sworn states that all subcontractors and suppliers of labor and materials have been paid all sums

due them to date for work performed or material furnished in the performance of the contract

between:

Dawson County Board of Commissioners and \_\_\_\_\_(Contractor),

last signed \_\_\_\_\_, 20\_\_ for the CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION

WATER TANK.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*(Seal)*

Subscribed and sworn to before the \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

My commission expires on the \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

*(Notary Seal)*

**EXHIBIT "D"**  
**PAYMENT BOND**

STATE OF GEORGIA  
COUNTY OF DAWSON

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, (herein after known as "Contractor"), and we \_\_\_\_\_, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Dawson County, Georgia for the use and benefit of those entitled thereto in the sum of **and \_\_\_\_\_/100 Dollars** (\_\_\_\_\_) for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION BOND IS THIS:

WHEREAS, the County has engaged the said Contractor for the sum of \_\_\_\_\_ **and \_\_\_\_\_/100 Dollars** (\_\_\_\_\_) for the **RFP #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint \_\_\_\_\_ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond or subject to

any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOFF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, but its duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Executed in two (2) counterparts.

---

**CONTRACTOR:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Print Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Title: \_\_\_\_\_

*(Seal)*

Signed, sealed and delivered  
in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

**-Payment Bond to Follow-**

**EXHIBIT "E"**

**PERFORMANCE BOND**

**STATE OF GEORGIA  
COUNTY OF DAWSON**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, (herein after known as "Contractor"), and we \_\_\_\_\_, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Dawson County, Georgia for the use and benefit of those entitled thereto in the sum of **and \_\_\_\_\_/100 Dollars** (\_\_\_\_\_) for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

**BUT THE CONDITION OF THE FOREGOING OBLIGATION BOND IS THIS:**

WHEREAS, the County has engaged the said Contractor for the sum of \_\_\_\_\_ **and \_\_\_\_\_/100 Dollars** (\_\_\_\_\_) for the **RFP #319-18 CLEAN, INSPECT AND RELOCATE FIRE SUPPRESSION WATER TANK**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, if a said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect the obligations under this obligation or bond, and notice is hereby waived of any such change extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.





**-Performance Bond to Follow-**

**-Certificate of Insurance to Follow-**

## Danny Thompson

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**From:** BPrichard@sfm.ga.gov  
**Sent:** Monday, August 06, 2018 3:09 PM  
**To:** bcrawford@sfm.ga.gov; Melissa Hawk; blynch@sfm.ga.gov  
**Cc:** Danny Thompson  
**Subject:** Dawson county water tank  
**Attachments:** IMG\_1494.jpg; ATT00001.txt; IMG\_1495.jpg; ATT00002.txt; IMG\_1496.jpg; ATT00003.txt

Melissa:

I enjoyed visiting with you last week to get background information on your 20'dia X 45' high water tank and to schedule I visit this morning. I was unable to open the NFPA 22 information you sent.

I meeting with your Fire Chief, Danny Thompson, at the site of the water tank. And, followed that visit up with a conversation with you this afternoon.

I have attached three pictures that helped me visualize and formulate my opinions. This is tank open to the atmosphere to prevent vacuum or pressure from building up.

1. The tank was not open so I was unable to see the inside. Based on what I could see, I am confident that the metal likely has not deteriorated enough to affect its ability to retain the 20 to 30 psi head pressure it would be exposed to. In the end that should be confirmed before investing in moving the tank.
2. It appears that the tank was just covered with a flat metal plate on the top, after the upper part was removed several years ago and relocated. That top would likely need to be welded in place to keep it from falling off and to provide strength for laying the tank down and transporting it.
3. The picture shows numerous power lines that would make laying it down and placing it on a transport vehicle a challenge.

While I have no background in the cost of cranes, transports, welding on the lid/cover or that of inspection the inside of the tank and potential repair cost, I am confident that those costs would mount-up quickly. And, in the end you would still have a very old tank.

I also lack the background to state an opinion as to whether this very old tank when completed would be better than or equal to a new tank.

I am sorry that I could not be more definitive in helping reach a decision, but hope I have offered you some facts to include in your decision.

Respectfully

Bob Prichard  
Fire Safety Compliance Officer  
Boiler & Pressure Vessel Inspection  
State Fire Marshal's Office  
470-606-4770



# Dawson County Fire & Emergency Services

Water Tank



# Water Tank



- On July 13, 2018 a request was made to the board to purchase a 20,000 gallon poly tank for additional water at Station 8.
- Pickens County agreed to and has poured a concrete pad at Station 8 suitable for a water tank
- At the request of the Dawson BOC, Purchasing released RFP# 319-18

# RFP# 319-18



- RFP was issued on July 18, 2018
- Mandatory Pre-bid meeting at the site on July 30, 2018 at 10:30
  - No contractors attended the Pre-bid meeting
- Bid Opening was on August 6, 2018 at 10:30
  - No contractors bid on RFP# 319-18



# Scope of Work



## Contractor Responsibilities Overview

- Obtain certification on the current water from the Safety Engineering section of the State of Georgia Fire Marshal's Office
- Transport the tank 12 miles from current location to Station 8
- Cleaning, inspect and install at the new site in accordance with NFPA (NFC- National Fire Code) Section 22, Standard for Water Tanks for Private Fire Protection, 2013.
- Ensure that traffic staff are certified and on site during any roadway operations
- Submit design plans/drawings for the site preparation for the crane work to remove the tank
- One year Warranty

# Scope of Work



## Contractor Responsibilities Overview (cont)

- In the event the existing tank does not receive certification, contractor is to provide a new 20,000 gallon fiberglass-reinforced plastic, that meets the NFPA 22 standard
- Shall dismantle and dispose of the tank per all applicable federal, state and local regulations, rules, laws and codes.



# Safety Engineer Report



- The metal had not deteriorated and would likely have the ability to maintain a head pressure 20-30 psi
- The high tension power lines pose significant challenges in the removal of this tank from the current site





# Safety Engineer Report (cont)



- It appears that the lid is just a flat metal plate laid atop the tank
- The plate would need to be welded to the top before moving and transporting to ensure the integrity



# Option# 1



- The Scope of work can be adjusted to on RFP#319-18 to the following:
  - 20,000 gallon vertical storage tank
  - 3 year warranty
  - Estimated \$20,000.00 - Purchase of tank (*National Tank Outlet*)
  - Estimated \$1,360.00 - One 40-ton crane (*\$170 hr. for 8 hours*)
  - Estimated \$8,000.00 - Freight charges
  - Estimated \$6,000.00 - Set-up & Utilities relocation

Total Cost Estimate - \$38,896.00





# Option# 2



- 10,000 gallon vertical storage tank
- 3 year warranty
- \$6,699.99 costs- Purchase of tank  
(*National Tank Outlet*)
- Estimated \$1,360.00 - One 40-ton crane  
(*\$170.00 hr. for 8 hours*)
- Estimated \$6,000.00 - Freight charges
- Estimated \$6,000.00 - Set-up & Utilities relocation

Total Cost Estimate - \$22,419.99



# Staff Recommendation



Staff recommends that the Board of Commissioners approve a purchase order for a 10,000 gallon tank from National Tank Outlet in amount not to exceed \$7,699.99 and labor to install the tank at Fire Station 8 by Phoenix Crane Rental in an amount not to exceed \$14,720.00 for a total amount not to exceed \$22,419.99.

**Backup material for agenda item:**

5. Presentation of Dawson County Transit Drug and Alcohol Testing Policy- Senior Services Director Dawn Pruett





# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services – Transit

Work Session: 8-23-2018

Prepared By: Dawn Pruett

Voting Session: 9-6-2018

Presenter: Dawn Pruett

Public Hearing: Yes  No

Agenda Item Title: Request for approval of Dawson County Transit Drug and Alcohol Testing Policy

### Background Information:

Dawson County Transit has a separate testing policy beyond Dawson County that follows FTA/GDOT guidelines.

### Current Information:

Minor changes to policy, including Medical Review Officer, Laboratory, and Substance Abuse Professionals.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve updated Dawson County Transit Drug and Alcohol Testing Policy.

Department Head Authorization: Dawn Pruett

Date: 8-14-18

Finance Dept. Authorization: Vicki Neubach

Date: 8-15-18

County Manager Authorization: DH

Date: 8/15/18

County Attorney Authorization: \_\_\_\_\_

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

### Comments/Attachments:

**DRUG AND ALCOHOL TESTING POLICY  
DAWSON COUNTY TRANSIT**

Adopted as of [MONTH DD, YEAR]

**A. PURPOSE**

- 1) Dawson County Transit provides public transit and paratransit services for the residents of Dawson County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Dawson County Transit declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Dawson County Transit and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Dawson County Transit will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

**B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

07/2018

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

### **C. DEFINITIONS**

*Accident:* An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

07/2018

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*DOT, The Department, DOT Agency:* These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated

07/2018

but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

*Initial Drug Test: (Screening Drug Test)* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

*Limit of Detection (LOD):* The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

*Limit of Quantitation:* For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.



07/2018

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

*Non-negative test result:* A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

*Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

*Positive result:* The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

*Prohibited drug:* Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.

*Safety-sensitive functions:* Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.

07/2018

- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

**Split Specimen Collection:** A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

**Substance Abuse Professional (SAP):** A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

**Substituted specimen:** A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

**Test Refusal:** The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.

07/2018

- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

*Vehicle:* A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators

07/2018

of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

## **E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy  
  
Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.
  - b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Dawson County Transit supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
  - c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited.

**F. PROHIBITED CONDUCT**

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
  - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
    - i. The employee's alcohol concentration measures less than 0.02; or
    - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.



07/2018

- 7) Dawson County Transit, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Dawson County Transit employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

#### **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Dawson County Transit management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

#### **H. TESTING REQUIREMENTS**

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion or random alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Dawson County Transit authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Dawson County Transit. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

**I. DRUG TESTING PROCEDURES**

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
  
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
  
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Dawson County Transit. If a legitimate explanation is found, the MRO will report the test result as negative.

07/2018

- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Dawson County Transit will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Dawson County Transit will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
- 8) Observed collections
  - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
    - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Dawson County Transit that there was not an adequate medical explanation for the result;

07/2018

- ii. The MRO reports to Dawson County Transit that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

## **J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test

07/2018

by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Dawson County Transit affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### **K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
  - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
  - b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.



- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e. If a pre-employment test is canceled, Dawson County Transit will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide *Dawson County Transit* with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. *Dawson County Transit* is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered

07/2018

employer, the applicant must provide Dawson County Transit proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### **L. REASONABLE SUSPICION TESTING**

- 1) All Dawson County Transit FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Dawson County Transit's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) Dawson County Transit shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to Dawson County Transit.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol

07/2018

or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. Dawson County Transit shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of Dawson County Transit. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

#### **M. POST-ACCIDENT TESTING**

- 1) FATAL ACCIDENTS – A covered employee will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
  
- 2) NON-FATAL ACCIDENTS - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
  - a. The accident results in injuries requiring immediate medical treatment away from the scene, and the covered employee may have contributed to the accident.
  - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, and the covered employee may have contributed to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test.

07/2018

The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Dawson County Transit is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Dawson County Transit may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

## **N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees who may be covered under company authority will be selected from a pool of non-DOT-covered employees.

07/2018

- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Dawson County Transit authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Dawson County Transit's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

## **O. RETURN-TO-DUTY TESTING**

Dawson County Transit will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and



07/2018

an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

#### **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

#### **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

07/2018

- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal includes the following circumstances:
- a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
  - b. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
  - c. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
  - d. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
  - e. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
  - f. Fail or decline to take a second test as directed by the collector or the employer for drug testing.
  - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
  - h. Fail to cooperate with any part of the testing process.
  - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
  - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
  - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
  - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
  - m. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

- 4) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.

07/2018

- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
  - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Dawson County Transit employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of Dawson County Transit and will be performed using non-DOT testing forms.
  - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
  - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
  - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Dawson County Transit.
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

07/2018

**R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

**S. PROPER APPLICATION OF THE POLICY**

Dawson County Transit is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

**T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the Dawson County Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.

- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Dawson County Transit or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.



This Policy was adopted by the *Dawson County Board of Commissioners* on [MONTH DD, YEAR].

APPROVE:

ATTEST:

\_\_\_\_\_  
Billy Thurmond, Chairman

\_\_\_\_\_  
Kristen Cloud, County Clerk

**Attachment A**

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
<b>Director</b>	<b>Director of Transit</b>	<b>FTA</b>
<b>Coordinator</b>	<b>Supervision of Drivers</b>	<b>FTA</b>
<b>Driver</b>	<b>Operation of Transit Vehicle</b>	<b>FTA</b>
<b>DAPM</b>	<b>Drug &amp; Alcohol Program Mgr</b>	<b>FTA</b>
<b>Maintenance</b>	<b>Fleet Maintenance</b>	<b>FTA</b>

## Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

### Dawson County Transit Drug and Alcohol Program Manager

Name: Danielle Yarbrough

Title: HR Director

Address: 25 Justice Way, Suite 2233, Dawsonville, GA 30534

Telephone Number: 706-344-3500

### Medical Review Officer

Name: Donald Freedman, M.D.

Title: Medical Review Officer

Address: P.O. Box 551051

4237 Salisbury #312, Jacksonville, FL 32255

Telephone Number: 904-332-0472

### Substance Abuse Professional

Name: W. Myles Hassler P.C.

Title: Substance Abuse Professional

Address: 2801 Buford Hwy NE, Suite 470, Atlanta, GA 30329

Telephone Number: 770-242-4437

### Substance Abuse Professional

Name: Tom L. Watkins

Title: Substance Abuse Professional

Address: P.O. Box 2323, Gainesville, GA 30503

Telephone Number: 404-463-4166

### HHS Certified Laboratory Primary Specimen

Name: Russell Medical

Address: 4355 Browns Bridge Rd.

Telephone Number: 770-771-5050

### Breath Alcohol Test

Name: Russell Medical

Address: 4355 Browns Bridge Rd.

Telephone Number: 770-771-5050

**Backup material for agenda item:**

6. Presentation of FY 2019 Georgia Department of Transportation / Federal Transit Administration Section 5311 Transit Contract- Senior Services Director Dawn Pruett



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services-Transit

Work Session: 8-23-2018

Prepared By: Dawn Pruett

Voting Session: 9-6-2018

Presenter: Dawn Pruett

Public Hearing: Yes  No

Agenda Item Title: Request for FY19 GDOT/FTA Section 5311 Transit Contract

**Background Information:**

Continuous grant with FTA and GDOT for providing public transportation for Dawson County citizens.

**Current Information:**

Grant will continue to pay 50% match with federal and state funding for administrative and operating budget.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
250	5540	331150-019	112,185			112,185

Recommendation/Motion: Approve FY18 application and sign contract documents when received.

Department Head Authorization: Dawn Pruett

Date: 8-14-18

Finance Dept. Authorization: Vickie Neikirk

Date: 8/15/18

County Manager Authorization: DH

Date: 8/17/18

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

179





**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

July 25, 2018

The Honorable Billy Thurmond, Chairman  
Dawson County Board of Commissioners  
25 Justice Way, Suite 2131  
Dawsonville, GA 30534

In Re: FTA 5311 – FY19 Operating  
Project Number – T006245  
Contract Amount- \$112,185.00

Dear Chairman Thurmond:

Enclosed for execution by *Dawson County* is an electronic contract for FY 2019 to assist with the operation of your public transit system under the FTA's 5311 Rural Assistance Program. The project contains 50% federal operating funds in the amount of \$112,185.00 and a local match of 50% in the amount of \$112,185.00. The project contains no capital funds.

We have transitioned to an electronic contract execution process. All pages needing signatures have been flagged with the individual's name to sign. However, instructions on how to complete the electronic contract have been attached for your convenience. Please refer to these instructions as needed to complete the electronic process. Please do not hesitate to contact any member of the contracts staff listed below if you have any questions.

After the contract has been fully executed, the Department will issue an electronic notification indicating the contract process has been completed along with a copy of the executed contract. The contract is not valid until your agency receives a written "Notice to Proceed" from GDOT's Intermodal office. *Dawson County must comply with all applicable FTA regulations, policies, procedures and directives, specifically CFR 4220.1F as it relates to third-party contracting and procurement.*

If you have further questions, please do not hesitate to contact Toshiro Butler, Intermodal Contracts Manager, at (404) 631-1245, Tonya Fair, Contracts Specialist, at (404) 347-0536, or your Regional Public Transportation Specialist, Jemal Sheppard, at (770) 531-5738.

Sincerely,



Nancy C. Cobb, Interim Transit Program Manager &  
Assistant Division Director

NCC:tkb  
Enclosures



## ELECTRONIC CONTRACT PROCESSING INSTRUCTIONS

### Transit Program Subrecipient Contracts – FY2019

#### Step 1

The Department will send via email the electronic contract to [Reviewer #1] for review. Once [Reviewer #1] has reviewed the document, the contract will automatically forward to the Chairperson, Mayor, Executive Director, Sole Commissioner, or City Manager's office for signature & county/city seal. Once the authorized official's signature & seal has been loaded onto the pages, the system will prompt to select "adopt and sign" then "finish". The system will automatically send the contract to the designated witness for signature.

#### Step 2

Once the designated witness has signed, the system will then automatically send the contract to the Notary to upload his/her signature and notary seal to complete the agreement. The signature and seal will have to be on a single line. **NOTE: To save the signature and seal, take a white sheet of paper, sign it and affix the seal adjacent to the signature. Scan the signature and seal and save to the desktop or take a picture of the signature and seal using a cell phone camera and send to email to save on desktop. The County/City "Seal" is required on this document.**

NOTE: PLEASE REMEMBER TO CROP SIGNATURE WITH SEAL

#### Step 3

Next, the system will give an option to "upload" the signature and the county/city "Seal." The signature and county/city seal have to be uploaded together, as one document, and will need to be in a .jpeg or .bmp format. **A .pdf format is not acceptable.** Once the signature and seal have been uploaded successfully, the system will prompt to select "adopt and sign" then "finish."

To assist you further, there is also an instructional video on how to upload the County/City Seal. Please use this link to view: <http://www.dot.ga.gov/PS/Training/ElectronicSignature>

#### Step 4

Once the signatures and seals have been successfully uploaded, the contract will be electronically returned to GDOT to complete the execution process.

If there are any questions or if clarification is needed, please call our office BEFORE selecting "Adopt and Sign." There is a "Cancel" button to select that will allow the contract to be saved for later. Selecting "Adopt and Sign" before the signature and seal is attached will cause the contract to be "rejected" and the entire electronic contract signing process will have to be started again from the beginning.

AGREEMENT  
FOR  
SECTION 5311- TRANSIT OPERATING AND CAPITAL ASSISTANCE  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
AND  
DAWSON COUNTY

PROJECT ID NUMBER: T006245

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and DAWSON COUNTY, hereinafter called the "SPONSOR".

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating, planning, and capital assistance for public transportation services to non-urbanized areas; and

WHEREAS, in a letter to the Federal Transit Administration ( "FTA"), and the Federal Highway Administration, ("FHWA"), dated January 24, 1979, the Governor designated the DEPARTMENT as the recipient agency for Section 5311 funding; and

WHEREAS, the SPONSOR has stated that transit financial assistance is needed for transportation services in its non-urbanized area, and it would, therefore, perform certain duties and provide resources in order to receive said Section 5311 Funds of the Federal Transit Act; and

WHEREAS, in reliance on said SPONSOR, the DEPARTMENT has applied to FTA for said Section 5311 funds, and in so doing states that the required duties would be discharged pursuant to a written contract between the parties; and

WHEREAS, under Sections 32-9-1 and 32-9-2 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking;

NOW THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I  
SCOPE AND PROCEDURE

Grants made under this agreement are for the purpose of (A) Operating Assistance and/or (B) Capital Projects as specified in the SPONSOR's Section 5311 Application, herein referred to as PROJECT APPLICATION, on file at the DEPARTMENT and incorporated by reference as if fully set out herein.

**A. Operating Assistance**

This Agreement covers the obligations of the DEPARTMENT and the SPONSOR in connection with the FTA'S granting Section 5311 funds to the DEPARTMENT for operating assistance for public transportation in the Dawson County area, the terms and conditions of said funding as agreed to in the PROJECT APPLICATION

- a) The SPONSOR agrees to comply with all the terms and conditions required by FTA under the PROJECT APPLICATION.
- b) The SPONSOR shall use the funds provided by the DEPARTMENT to operate a public transportation service in the Dawson County area and the SPONSOR agrees to provide from local funding sources, excluding all available federal funds, funds to pay its local matching share of the cost of operating a public transportation service for the period of this Agreement.
- c) The SPONSOR agrees that it, or any operator of public transportation on its behalf, will not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act, and published in FTA regulations on school bus operations.
- d) The SPONSOR agrees that it, or any operator of public transportation acting on its behalf, will not engage in charter bus operations outside the area within which it provides regularly scheduled public transportation services, except as provided under Section 3(f) of the Federal Transit Act, and published in FTA regulations on charter bus operations.
- e) The SPONSOR and any mass transportation operator under it will conform to the reporting system in FEDERAL ACQUISITION REGULATIONS, SUBPART 31.6.
- f) The SPONSOR will make all purchases of goods and services under this Agreement through FTA's Third-Party Contracting Requirements as set forth in FTA Circular 4220.1F dated March 18, 2013.
- g) The SPONSOR shall prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, for themselves or others, particularly, those with whom they have family, business, or other ties.
- h) The SPONSOR shall comply with all relevant Federal and State laws and regulations relating to the Section 5311 Program, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act.
- i) The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT, and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance.

**B. Capital Acquisitions**

**a) Acquisition of Vehicles and Equipment**

1. Pursuant to the terms of this Agreement, the DEPARTMENT shall acquire through its procurement process for the SPONSOR the following item(s):

*N/A*

2. Upon acquisition of the vehicle listed in paragraph (a) (1) above; the DEPARTMENT shall transfer title ownership in said vehicle to the SPONSOR. The DEPARTMENT shall place a lien and hold physical possession of all vehicle titles.
3. The DEPARTMENT shall participate in the purchase by the SPONSOR of:

*N/A*

Prior to the purchase of any goods, and/or service, the SPONSOR shall obtain prior approval from the DEPARTMENT for the amount and items purchased.

- b) The SPONSOR shall accept and retain ownership in lieu of title to said PROJECT and shall provide from local funding sources excluding all available federal funds, funds to pay its share of the PROJECT cost. The SPONSOR shall show the DEPARTMENT as first lienholder on the Title of Certificate for the duration of the life of any rolling stock or support vehicle.
- c) During the period of contract performance, the SPONSOR shall use the PROJECT rolling stock, support vehicle, goods, and/or service for the provisions of mass transportation service in the SPONSOR area. The mass transportation system under the terms of this Agreement shall be operated by the SPONSOR and shall serve area-wide transportation needs. The SPONSOR shall have full responsibility for the day-to-day management and operation of the system. The SPONSOR agrees to be responsible for all operating costs of the system.
- d) During the period of contract performance, the SPONSOR shall keep accurate records, in a manner approved by the DEPARTMENT, with regard to the use of the PROJECT rolling stock; and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Article; and shall immediately notify the DEPARTMENT in all cases where PROJECT rolling stock is used in a manner or for a purpose other than mass transportation.
- e) During the period of contract performance, the SPONSOR shall maintain the PROJECT rolling stock, support vehicle, and goods at a level of cleanliness, safety and mechanical soundness as determined by the SPONSOR and approved by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Article.



- f) The SPONSOR shall maintain, in amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT equipment throughout the PROJECT equipment's useful life.
- g) During the period of contract performance, the SPONSOR agrees to provide each project vehicle with liability insurance in an amount not less than \$500,000 bodily injury per person, \$700,000 all bodily injuries, and \$50,000 property damage. Upon request, the SPONSOR will provide a Certificate of Insurance with Georgia Department of Transportation (GDOT) names as a Certificate Holder. The SPONSOR shall indemnify and hold harmless GDOT from any and all damages, loss or injury, lawsuits, claims, demands or liens resulting from and performance of SPONSOR's employee, subcontractors, or third-party operators. GDOT may request additional insurance and/or coverage as may be required.
- h) If at any time during the duration of the PROJECT equipment's useful life, it is determined by the DEPARTMENT that said PROJECT equipment is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in paragraph (d) of this Article, then the DEPARTMENT, at its discretion, shall require the SPONSOR to either remit ownership of the equipment to the DEPARTMENT or shall remit to the DEPARTMENT ninety percent (90%) of the fair market value, if any, of such property. For the purpose of this Article, the fair market value shall be deemed to be the value of the property as determined by an appraisal, approved by the DEPARTMENT, conducted as soon after such misuse or withdrawal occurs or the actual proceeds from the public sale of such property, whichever is approved by the DEPARTMENT and FTA. The DEPARTMENT reserves the right to transfer ownership of the surrendered PROJECT equipment to another transportation service provider. Upon disposition of said property or properties by transfer, sale, or as otherwise directed by the DEPARTMENT in accordance with the procedures of the DEPARTMENT, the SPONSOR forfeits any invested interest in lieu of the costs of such disposition. Under no circumstances will the property be disposed of without the specific written consent of the DEPARTMENT.
- i) The SPONSOR shall not permit the use of the PROJECT equipment for political purposes.
- j) The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.

## ARTICLE II

### COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant Federal, State, and Local laws. The SPONSOR warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the

SPONSOR to solicit or secure this Contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### ARTICLE III

#### EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Contract, without the written permission of the DEPARTMENT except as may otherwise be provided for herein

### ARTICLE IV

#### CODE OF ETHICS

No member, officer, or employee of the SPONSOR during his tenure or one year thereafter shall have any interest, direct or indirect in this Agreement or the proceeds thereof The SPONSOR agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, subagreements, or leases financed with Federal/State assistance.

### ARTICLE V

#### REVIEW OF WORK

##### A. Inspection of Vehicles, Equipment, and Sites of contract performance

Authorized representatives of the DEPARTMENT, the Inspector General of the United States, and the Secretary of Transportation may at all reasonable times inspect all vehicles, equipment, and sites of contract performance purchased by the SPONSOR as part of the PROJECT, all transportation services rendered by the SPONSOR by the use of such vehicles, and all relevant PROJECT data and records.

##### B. Inspection of Books, Records, and Accounts

The SPONSOR agrees to provide sufficient access to FTA and its SPONSORS to inspect and audit records and information related to performance of this contract as reasonably may be required. The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred by the SPONSOR in operating the SPONSOR'S Public Transportation Services and

acquisition of Capital items and acquisition of Capital items shall *make* such material available at all reasonable times during the period of this Agreement, and for *three* (3) years from the date of the final payment under this Agreement, for the inspection by the DEPARTMENT and FTA, and copies shall *be* furnished if requested.

ARTICLE VI  
AUTHORIZATION AND APPROVAL

It is understood and agreed by the parties to this Agreement, the SPONSOR shall satisfy the terms of this Agreement for Operating Assistance commencing upon the beginning of the operating period, and continuing until the end of the operating period as denoted on the **EXHIBIT A1** Budget. The Capital Improvements and the purchase of improvements provided under the terms of this Agreement shall be completed as defined in the **EXHIBIT A2** and **EXHIBIT A3** Budget. The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may make necessary some minor variations. It is understood and agreed this Agreement is contingent upon FTA approval of the funding assistance and distribution as described in **EXHIBIT A1-A3** for this project and that any payment to the SPONSOR by the DEPARTMENT will be made subject provisions set forth in ARTICLE VIII.

ARTICLE VII  
RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent provided by law, the SPONSOR and its sub-recipients shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR and its sub-recipients in the performance of work under this Agreement. Further, the SPONSOR and its sub-recipient agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and its sub-recipients under this Agreement or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR and its sub-recipients.

**ARTICLE VIII  
COMPENSATION**

**A. Operating Assistance**

- (1) It is understood and agreed that the total estimated eligible net Operating Assistance is the difference between eligible operating expenses and eligible revenues, as defined in FTA Circular 9040.1G, for the provision of operating assistance by the DEPARTMENT as shown, if any, in EXHIBIT A1, as attached hereto and made a part of this Agreement as if fully set out herein, is TWO HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED SEVENTY and 00/100 Dollars (\$224,370.00). For the purposes of the DEPARTMENT'S participation in the costs by the SPONSOR, it is agreed that the DEPARTMENT'S maximum obligation for the SPONSOR'S operating assistance program shall be ONE HUNDRED TWELVE THOUSAND ONE HUNDRED EIGHTY-FIVE and 00/100 Dollars (\$112,185.00), which includes the administrative and operating costs, as established in EXHIBIT A1.
- (2) For the purpose of compensation, eligible net Operating Assistance is the difference between eligible operating expenses and eligible revenues as defined in FTA Circular 9040.1G, during the period of performance beginning **July 1, 2018 and ending June 30, 2019**.
- (3) It is further understood and agreed that any line item budget estimate shown in PROJECT APPLICATION may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved in writing by the DEPARTMENT.

**B. Capital Acquisitions**

- (1) It is understood and agreed that the total estimated eligible net Capital project cost is ZERO and 00/100 Dollars (\$0.00), as shown, if any, in EXHIBIT A2 and EXHIBIT A3, Budget, which is attached and incorporated as if fully set out herein. The SPONSOR shall pay to the DEPARTMENT, prior to the purchase of said rolling stock, ZERO and 00/100 Dollars (\$0.00), which shall constitute the local share in acquiring the said improvements. The DEPARTMENT'S participation in the acquisition cost of said improvements shall be ZERO and 00/100 Dollars (\$0.00), which includes the funding provided by FTA which is eighty percent (80%) of the total estimated cost of the PROJECT and funding provided directly by the DEPARTMENT, which is ten percent (10%). The DEPARTMENT shall be responsible for the purchase of or participate in the purchase of said improvements.
- (2) The period of performance for eligible capital projects (VEHICLES ONLY) will begin **July 1, 2018 and end December 31, 2019**. The period of performance for eligible capital projects

(SMALL CAPITAL ONLY) will begin July 1, 2018 and end June 30, 2019.

- (3) It is further agreed that the DEPARTMENT'S obligation for the purchase of the aforementioned improvement shall not exceed the sum of ZERO and 00/100 Dollars (\$0.00). However, if the sum total of the actual cost in acquiring the improvements shall be less than ZERO and 00/100 Dollars (\$0.00), the DEPARTMENT shall be obligated to pay ninety percent (90%) of the actual cost.

#### C. Departmental Obligations

The DEPARTMENT'S maximum obligation, \$112,185.00, as set forth above is funded by the FTA. No entity of the State of Georgia other than the DEPARTMENT has any obligations to the SPONSOR related to this project. This agreement does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FTA. The obligation of the DEPARTMENT to pay or reimburse the SPONSOR is expressly limited to the amount of funds remitted to the DEPARTMENT by the FTA. Payments of invoices will be contingent upon the receipt of funds from the FTA, and therefore the DEPARTMENT does not make any commitment to the SPONSOR as to the timing of when payment to the SPONSOR will be made. In the event the funds made available to the DEPARTMENT by the FTA are insufficient for the project, the DEPARTMENT's payment obligations shall not exceed the availability of such FTA funds, and the DEPARTMENT shall have the right at its sole discretion to terminate this agreement immediately upon notice to the SPONSOR without further obligation of the DEPARTMENT.

### ARTICLE IX SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the PROJECT under this Agreement, the DEPARTMENT materially alters the scope, character, complexity or duration of the PROJECT from those required under the Agreement, a Supplemental Agreement may be executed between the parties. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by either the DEPARTMENT or the SPONSOR with written approval by the other party.

### ARTICLE X PAYMENTS

#### A. PARTIAL PAYMENT



**Backup material for agenda item:**

7. Presentation of Recommendations for Security and Monitoring of County Computers  
Based on Risk Assessment- IT Director James Tolbert



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: IT

Work Session: 8/23/18

Prepared By: Sherri Maxwell

Voting Session: 9/6/18

Presenter: James Tolbert

Public Hearing: Yes  No

Agenda Item Title: Vulnerability Risk Assessment

Background Information:

Security/Monitoring for computer security

Current Information:

Recommendations for back up, security, monitoring and management of county computers based on Carvir's risk assessment.

Budget Information: Applicable:  Not Applicable:  Budgeted:  No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
					\$27,300 for FY 18	

Recommendation/Motion:

Department Head Authorization: James Tolbert

Date: 8/9/18

Finance Dept. Authorization: Vickie Neikirk

Date: 8/14/18

County Manager Authorization: dh

Date: 8/14/18

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:

# Vulnerability Risk Assessment

## ▶ IT Recommendation

### Priority

- ▶ 1. Upgrade Back-ups/Cloud Recovery (estimated at \$4,000 per month) \$2,076.27 (36 months) or \$66,645 (one time) +\$5,000 (License) 2022-2023
- ▶ 2. Security (antivirus & threat monitoring) \$2,835.25 per month
- ▶ 3. System Management updates \$2,300 per month or new IT person
- ▶ Total cost per month estimated \$7,211 or \$86,532 yearly
- ▶ Estimated cost for 2018 implemented as of 10/1 \$14,734 (2019 - \$58,935)
- ▶ GTA does not offer a back up system for 192 county governments



# Onsite, Offsite, & Offline Backup

## 3-2-1-1

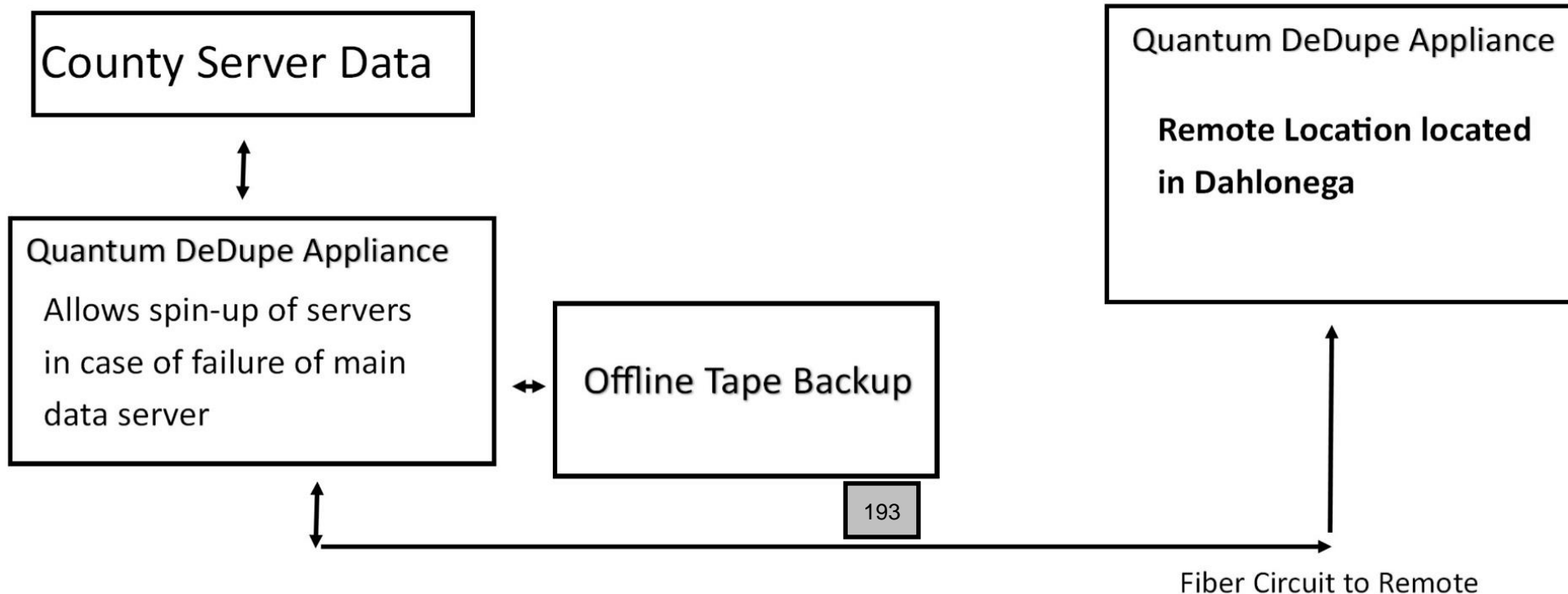
- 3– have three copies of the Data
- 2– Keep the Data on 2 different types of storage devices
- 1– Keep at least 1 copy of the Data offsite
- 1– Keep a copy of the Data offline

## Estimated Costs:

\$2076.27 for 36 Months \$0 Lease Buyout

Or \$66,645.00 one time fee

3yr Service/Support Included



**Backup material for agenda item:**

8. Presentation of 2019 Holiday and Payroll Calendar- Human Resources Director Danielle Yarbrough





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: 08/23/2018

Prepared By: Danielle Yarbrough

Voting Session: 09/06/2018

Presenter: Danielle Yarbrough

Public Hearing: Yes  No

Agenda Item Title: Presentation of 2019 Dawson County Holiday and Payroll Calendar

Background Information:

Current Information:

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to accept the 2018 Dawson County Holiday & Payroll Calendar as presented

Department Head Authorization: Danielle Yarbrough

Date: 08/09/2018

Finance Dept. Authorization: Vickie Neikirk

Date: 8/14/18

County Manager Authorization: DH

Date: 8/14/18

County Attorney Authorization:       

Date:       

Comments/Attachments:

2019 Dawson County Holiday & Payroll Calendar

195

## PAYROLL CALENDAR FOR 2019

PAY PERIOD BEGIN DATE	PAY PERIOD END DATE	CHECK DATE	MONTH	PAY PERIOD # FOR YEAR
12/14/2018	12/28/2018	1/4/2019	JANUARY	1
12/28/2018	1/11/2019	1/18/2019		2
1/11/2019	1/25/2019	2/1/2019	FEBRUARY	3
1/25/2019	2/8/2019	2/15/2019		4
2/8/2019	2/22/2019	3/1/2019	MARCH	5
2/22/2019	3/8/2019	3/15/2019		6
3/8/2019	3/22/2019	<b>3/29/2019</b>		7
3/22/2019	4/5/2019	4/12/2019	APRIL	8
4/5/2019	4/19/2019	4/26/2019		9
4/19/2019	5/3/2019	5/10/2019	MAY	10
5/3/2019	5/17/2019	5/24/2019		11
5/17/2019	5/31/2019	6/7/2019	JUNE	12
5/31/2019	6/14/2019	6/21/2019		13
6/14/2019	6/28/2019	7/5/2019	JULY	14
6/28/2019	7/12/2019	7/19/2019		15
7/12/2019	7/26/2019	8/2/2019	AUGUST	16
7/26/2019	8/9/2019	8/16/2019		17
8/9/2019	8/23/2019	<b>8/30/2019</b>		18
8/23/2019	9/6/2019	9/13/2019	SEPTEMBER	19
9/6/2019	9/20/2019	9/27/2019		20
9/20/2019	10/4/2019	10/11/2019	OCTOBER	21
10/4/2019	10/18/2019	10/25/2019		22
10/18/2019	11/1/2019	11/8/2019	NOVEMBER	23
11/1/2019	11/15/2019	11/22/2019		24
11/15/2019	11/29/2019	12/6/2019	DECEMBER	25
11/29/2019	12/13/2019	12/20/2019		26
12/13/2019	12/27/2019	1/3/2020	JANUARY	1

### 2019 HOLIDAY SCHEDULE

<b>New Year's Day</b>	Tuesday 1/1/2019	<b>Veteran's Day</b>	Monday 11/11/2019
<b>MLK Day</b>	Monday 1/21/2019	<b>Thanksgiving</b>	Thursday 11/28/2019
<b>President's Day</b>	Monday 2/18/2019	<b>Day after Thanksgiving</b>	Friday 11/29/2019
<b>Memorial Day</b>	Monday 5/27/2019	<b>Christmas Eve</b>	Tuesday 12/24/2019
<b>Independence Day</b>	Thursday 7/4/2019	<b>Christmas Day</b>	Wednesday 12/25/2019
<b>Labor Day</b>	Monday 9/2/2019		

**Floating Holiday (8 Hrs)** -may be taken at employee's discretion during the year

**No insurance deductions withheld**

**Backup material for agenda item:**

9. Presentation of Rabies Control - Board of Health Rules and County Ordinance- County Attorney Lynn Frey



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: County Attorney

Work Session: 8.23.18

Prepared By: Lynn Frey

Voting Session: 9.06.18

Presenter: Lynn Frey

Public Hearing: Yes  No

Agenda Item Title: Rabies Control – Board of Health Rules and County Ordinance

The Rabies Control Ordinance, last amended in 2001, needs updating in light of changes to state statute and regulation provisions. The Board of Health (BOH) will separately update its regulations as authorized by state law and by our ordinance. There are changes to make to incorporate state regulations and local BOH rules into our ordinance, clarify that the county animal control officer is the person primarily responsible for enforcement, and to establish procedures for the BOH to amend its fee schedule as needed. There are some definition changes and, rather than the Department of Human Resources, the State Department of Public Health now has jurisdiction at that level.

Current Information:

The BOH anticipates amending its rules in October or November so the county ordinance should be amended by the beginning of October so as to coordinate the two updates,

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Move to advance the revised Rabies Control Ordinance for consideration at an upcoming Voting Session.

Department Head Authorization: MLF

Date: 8.14.18

Finance Dept. Authorization: Vickie Neikirk

Date: 8/14/18

County Manager Authorization: DH

Date: 8/14/18

County Attorney Authorization:

Date:

Comments/Attachments:

Bill Ringle of the Environmental Health Department and I have met and will meet again to finalize the rules and ordinance revisions. MLF.

**Backup material for agenda item:**

10. Presentation and Consideration of Resolutions as to E-911 Fees- County Attorney Lynn Frey





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: County Attorney

Work Session: 8.23.18

Prepared By: Lynn Frey

Voting Session:

Presenter: Lynn Frey

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Resolutions as to E-911 Fees

Background Information:

Ga. Laws 2018, p.689 (H.B.751) was enacted this year, creating the Georgia Emergency Communications Authority and centralizing the process for collecting and distributing the fees charged to landline and cell-phone subscribers in connection with E-911 emergency systems around the State. The GECA and Georgia department of Revenue have joint responsibilities for those matters under the new law.

Current Information:

In order to receive its funding under H.B. 751, each jurisdiction must adopt resolutions imposing/re-imposing the fees and authorizing the two named State agencies to collect and distribute the funds. One resolution covers prepaid cellphones and the other covers both landline service and non-prepaid cellphone service. We need to adopt both and forward copies to the State in order to begin receiving fee disbursements based upon a January 1, 2019, effective date.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: I move to adopt both of the E-911 phone service fee resolutions and forward copies to the State as required.

Department Head Authorization: MLF

Date: 8.20.18

Finance Dept. Authorization: Vickie Neikirk

Date: 8/20/18

County Manager Authorization: DH

Date: 8/20/18

County Attorney Authorization: MLF

Date: 8.20.18

Comments/Attachments:

Copies of both resolutions are available for review.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA UPDATING AND AUTHORIZING 9-1-1 CHARGES ON PREPAID WIRELESS SERVICES; PROVIDING AN EFFECTIVE DATE; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.**

WHEREAS, the general law regarding 9-1-1 charges has been substantially modernized and revised by Ga. L. 2018, p. 689, HB 751; and

WHEREAS, many of these revisions include oversight and administration of 9-1-1 matters by the Georgia Emergency Communications Authority and the Department of Revenue; and

WHEREAS, Dawson County, Georgia, desires to update its 9-1-1 prepaid wireless charges in accordance with revisions to state law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dawson County, Georgia, as follows:

**Section 1. Definitions**

Unless specified otherwise in this resolution, all terms shall be defined in the same manner as specified in O.C.G.A. § 46-5-122.

**Section 2. 9-1-1 Charges on Monthly Services**

(a) Pursuant to O.C.G.A. § 46-5-134.2(b)(1), there is imposed a prepaid wireless 9-1-1 charge and the amount of such 9-1-1 charge shall be \$1.50 per retail transaction occurring within the jurisdiction of public safety answering point.

(d) The 9-1-1 charges under this section shall commence January 1, 2019.

**Section 3. Collecting and Remitting of 9-1-1 Charges**

All such 9-1-1 charges collected by service suppliers shall be remitted to the Georgia Department of Revenue, as the contracted collection partner of the Georgia Emergency Communications Authority, at the times and in the manner provided by O.C.G.A. § 38-

3-185, O.C.G.A. § 38-3-186, and any other Georgia Department of Revenue or Georgia Emergency Communications Authority rule or regulation adopted pursuant to Article 12 of Chapter 13 of Title 38 of the O.C.G.A. and Chapter 13 of Title 50 of the O.C.G.A., the “Georgia Administrative Procedures Act”.

#### **Section 4. Deposit and Use of Proceeds**

Pursuant to O.C.G.A. § 46-5-134, all proceeds received by Dawson County from 9-1-1 charges imposed by this resolution shall be deposited in the Emergency Telephone System Fund maintained by the county; kept separate from general revenue of the county; and used exclusively for the statutorily authorized purposes.

#### **Section 5. Resolution Filing Requirements**

The Clerk of the County shall file with the state revenue commissioner a certified copy of this resolution within ten (10) days of the adoption thereof. Any subsequent amendment to this resolution shall likewise be so filed by the clerk within ten (10) days of the adoption thereof.

#### **Section 6. Effective Date and Applicability**

This resolution shall become effective on January 1, 2019. Any prior resolution establishing such 9-1-1 charges shall remain in effect until January 1, 2019. On such date, such 9-1-1 charges shall be governed by this resolution.

#### **Section 7. Repealer**

All resolutions, or parts of resolutions, in conflict with this resolution are repealed as of January 1, 2019.

SO RESOLVED, this 23<sup>rd</sup> day of August, 2018.

Dawson County, Georgia

By: \_\_\_\_\_

Billy Thurmond, Chairman

Attest: \_\_\_\_\_

Kristen Cloud, County Clerk

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA UPDATING AND AUTHORIZING 9-1-1 CHARGES ON TELEPHONE SERVICES AND WIRELESS ENHANCED 9-1-1 CHARGES OTHER THAN PREPAID WIRELESS SERVICES; PROVIDING AN EFFECTIVE DATE; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.**

WHEREAS, the general law regarding 9-1-1 charges has been substantially modernized and revised by Ga. L. 2018, p. 689, HB 751; and

WHEREAS, many of these revisions include oversight and administration of 9-1-1 matters by the Georgia Emergency Communications Authority and the Department of Revenue; and

WHEREAS, Dawson County, Georgia, desires to update its 9-1-1 charges in accordance with revisions to state law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dawson County, Georgia, as follows:

**Section 1. Definitions**

Unless specified otherwise in this resolution, all terms shall be defined in the same manner as specified in O.C.G.A. § 46-5-122.

**Section 2. 9-1-1 Charges on Monthly Services**

(a) Pursuant to O.C.G.A. § 46-5-133(a), there is imposed a monthly 9-1-1 charge upon each telephone service, subscribed to by a telephone subscriber, whose exchange access lines are in the areas served or which could be served by the 9-1-1 service. Pursuant to O.C.G.A. § 46-5-134(a)(1)(A), the amount of such 9-1-1 charge shall be \$1.50 per month per telephone service provided to the telephone subscriber.

(b) Pursuant to O.C.G.A. § 46-5-133(a), there is imposed a monthly wireless enhanced 9-1-1 charge upon each wireless telecommunications connection, other than a connection for prepaid wireless service, subscribed to by a telephone subscriber whose place of primary use is within the geographic area that is served by Dawson County, Georgia, or that would be served by Dawson County, Georgia, for the purpose of such an emergency 9-1-1 system. Pursuant to O.C.G.A. 46-5-134(a)(2)(A), the amount of such enhanced wireless 9-1-1 charge shall be \$1.50 per month per wireless telecommunications connection provided to the telephone subscriber.

(c) The 9-1-1 charges under this section shall commence January 1, 2019.

### **Section 3. Collecting and Remitting of 9-1-1 Charges**

All such 9-1-1 charges collected by service suppliers shall be remitted to the Georgia Department of Revenue, as the contracted collection partner of the Georgia Emergency Communications Authority, at the times and in the manner provided by O.C.G.A. § 38-3-185, O.C.G.A. § 38-3-186, and any other Georgia Department of Revenue or Georgia Emergency Communications Authority rule or regulation adopted pursuant to Article 12 of Chapter 13 of Title 38 of the O.C.G.A. and Chapter 13 of Title 50 of the O.C.G.A., the “Georgia Administrative Procedures Act”.

### **Section 4. Deposit and Use of Proceeds**

Pursuant to O.C.G.A. § 46-5-134, all proceeds received by Dawson County from 9-1-1 charges imposed by this resolution shall be deposited in the Emergency Telephone System Fund maintained by the county; kept separate from general revenue of the county; and used exclusively for the statutorily authorized purposes.

### **Section 5. Resolution Filing Requirements**

The Clerk of the County shall file with the State Revenue Commissioner a certified copy of this resolution within ten (10) days of the adoption thereof. Any subsequent amendment to this resolution shall likewise be so filed by the clerk within ten (10) days of the adoption thereof.

### **Section 6. Effective Date and Applicability**

This resolution shall become effective on January 1, 2019. Any prior resolution establishing such 9-1-1 charges shall remain in effect until January 1, 2019. On such date, such 9-1-1 charges shall be governed by this resolution.



**Section 7. Repealer**

All resolutions, or parts of resolutions, in conflict with this resolution are repealed as of January 1, 2019.

SO RESOLVED, this 23<sup>rd</sup> day of August, 2018.

Dawson County, Georgia

By: \_\_\_\_\_

Billy Thurmond, Chairman

Attest: \_\_\_\_\_

Kristen Cloud, County Clerk

**Backup material for agenda item:**

11. Presentation and Consideration of Termination of Georgia Mass Appraisal Solutions & Services Contract- County Attorney Lynn Frey



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Legal

Work Session: 8.23.18

Prepared By: County Attorney

Voting Session: \_\_\_\_\_

Presenter: County Attorney

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Termination of GMASS Contract

Background Information:

The Dawson County Board of Tax Assessors has requested that the contract currently in place with GMASS for county-wide property revaluation be terminated. The contractor has completed the residential revaluations and the commercial properties are remaining to be re-appraised, which would not be effective before next year (the 2019 tax year).

Current Information:

Termination would require Board of Commissioners approval of the Board of Tax Assessors request. The termination, if approved, would be one for convenience which is a right reserved by the County under the GMASS contract. The Assessors indicate that they would like to go in a different direction, that is, to have in-house staff carry out the remaining phase of the revaluation.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: I move to terminate the GMASS contract for convenience, and for a letter be sent to the contractor advising them of this decision. \_\_\_\_\_

Department Head Authorization: MLF

Date: 8.21.18

Finance Dept. Authorization: Vickie Neikirk

Date: 8.21.18

County Manager Authorization: DH

Date: 8.21.18

County Attorney Authorization: MLF

Date: 8.21.18

Comments/Attachments:

# DAWSON COUNTY BOARD OF ASSESSORS

Dawson County Property Evaluation Office

August 17, 2018

Dawson County Board of Commissioners  
25 Justice Way  
Suite 2204  
Dawsonville, Georgia 30534

Re: GMASS Contract

Board Members,

After careful consideration, the Dawson County Board of Tax Assessors request that the current contract with GMASS be terminated for convenience. We are appreciative for the work performed by the company during the residential project. However, we feel at this time that it will be to our advantage to proceed with the commercial revaluation project in-house.

Thank you for your assistance with this matter.



Sam Guthrie  
Chairman,  
Dawson County Board of Tax Assessors