

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, MAY 5, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
6:00 PM**

A. ROLL CALL

B. OPENING PRESENTATION

1. [National](#) Drug Court Month Proclamation
2. Stacey Leonhardt and Tracy Walker - Dawson County Library

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

[Minutes](#) from the Voting Session held on April 21, 2016

G. APPROVAL OF AGENDA

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

1. Dick McNeill
2. Chris Gaines
3. Cathy Cox

I. ALCOHOL LICENSE

J. ZONING

K. PUBLIC HEARINGS

1. [Electronic Cigarette Ordinance](#) (*2nd of 2 hearings. First hearing was held on April 21, 2016*)
2. [Vacant and Burned Structures Ordinance](#) (*2nd of 2 hearings. First hearing was held on April 21, 2016*)

L. UNFINISHED BUSINESS

1. [Re-Consideration of Bid #265-16 RFP IT Servers- Revised](#) (*Tabled from the April 21, 2016 Voting Session*)

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

M. NEW BUSINESS

1. [Consideration of Request for additional funds to cover Juvenile Court court reporter expenses](#)
2. [Consideration of Department of Family and Children Services Budget Amendment Request](#)

- [3.](#) Consideration of Invitation for Bid – Shoal Creek Parcel to Grow Crops
To view solicitation documents click [here.](#)
- [4.](#) Consideration of Bid #271-16 RFP Ambulances for DCES
To view the solicitation documents click [here.](#)
- [5.](#) Consideration of Bid #268-16 RFP Heavy Equipment, #269-16 RFP Paving Equipment and #270-16 RFP Tractor & Mowing Equipment Maintenance and Repair Services
To view the solicitation documents click [here.](#)
- [6.](#) Presentation of Request for Budget Amendment for Drug Testing for Volunteer Firefighters
- [7.](#) Consideration of Bid #273-16 RFP Athletic Field Rehabilitation for Dawson County Parks and Recreation
To view the solicitation documents click [here.](#)
- [8.](#) Consideration of Traffic Signal Request for the intersection of State Route 53 and CVS Driveway
- [9.](#) Consideration of Bid #272-16 IFB Rubber Track Skid Loader
To view the solicitation documents click [here.](#)
- [10.](#) Consideration of revised Etowah Water and Sewer Authority Fire Hydrant Intergovernmental Agreement

N. ADJOURNMENT

O. PUBLIC COMMENT

*Anyone wishing to speak on a non-agenda item must notify the County Clerk within ten (10) minutes of the start of the Voting Session.

Backup material for agenda item:

National Drug Court Month Proclamation



DAWSON COUNTY BOARD OF COMMISSIONERS

PROCLAMATION IN SUPPORT OF NATIONAL DRUG COURT MONTH

- Whereas, drug courts and other treatment courts have served over 1.4 million individuals; and
- Whereas, they are now recognized as the most successful criminal justice intervention in our nation's history; and
- Whereas, they save up to \$27 for every \$1 invested and up to \$13,000 for every individual they serve; and
- Whereas, 75% of treatment court graduates will never see another pair of handcuffs; and
- Whereas, treatment courts significantly improve substance-abuse treatment outcomes, substantially reduce substance abuse and crime, and do so at less expense than any other criminal justice strategy; and
- Whereas, treatment courts facilitate community-wide partnerships, bringing together public safety and public health professionals in the fight against substance abuse and criminality; and
- Whereas, there are now 2,966 drug courts and other treatment courts nationwide; and
- Whereas, the Dawson County Treatment Court was started in 2006 and the HELP Program in 2013; and
- Whereas, drug courts and other treatment courts are the cornerstone of criminal justice reform sweeping the nation; and
- Whereas, treatment courts demonstrate that when one person rises out of substance use and crime, we all rise; and
- Whereas, the time has come to put a treatment court within reach of every eligible person in need.

THEREFORE, BE IT RESOLVED that the Dawson County Board of Commissioners declares that Drug Court Month be established during the month of May 2016.

Attest:



Mike Berg, Chairman

Danielle Yarbrough, County Clerk

Backup material for agenda item:

Minutes from the Voting Session held on April 21, 2016

DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – APRIL 21, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
6:00PM

ROLL CALL: Those present were Chairman Berg; Commissioner Swafford, District 2; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Attorney Homans; County Manager Dowling; County Clerk Yarbrough and interested citizens of Dawson County. Commissioner Fausett was not present.

OPENING PRESENTATION: None

INVOCATION: Chairman Berg

PLEDGE OF ALLEGIANCE: Chairman Berg

ANNOUNCEMENTS: None

APPROVAL OF MINUTES:

Motion passed unanimously to approve the minutes from the Voting Session held on April 7, 2016. Swafford/Hamby

APPROVAL OF THE AGENDA:

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

PUBLIC COMMENT:

None

ALCOHOL LICENSE HEARING:

None

ZONING:

ZA 16-01 – Casey and Constance Tatum have made a request to rezone 5 acres from RSRMM (Residential Sub-Rural Manufactured/Moved) to RA (Residential Agriculture). The property is located at TMP 076-051.

Planning and Development Director Rachel Burton explained that it was the applicants' intent to rezone the property for the purpose of raising goats. Burton also stated that the Planning Commission had approved the request without stipulations and that it was in line with the current land use plan.

Chairman Berg announced that if anyone had contributed more than \$250 to the campaign for public office and wished to speak they will have to fill out a form which will be made available to them. Under normal program, ten minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

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

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

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

PUBLIC HEARING:

Electronic Cigarette Ordinance (1st of 2 hearings)

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

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

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

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Consideration of Courthouse Canopy Options

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

Consideration of 2016 Arbor Day Proclamation

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

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

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

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

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

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

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

Consideration of 2016 Vehicle & Equipment Surplus List

Motion passed unanimously to approve the 2016 Vehicle & Equipment Surplus List. Nix/Hamby

Consideration of Geographic Name Recommendation (Logan Creek)

Motion passed unanimously to approve the Geographic Name Recommendation (Logan Creek). Hamby/Nix

Consideration of Etowah Water & Sewer Authority (EWSA) agreement to allow residents of Dawson County to grow crops on property owned by their entity

Motion passed unanimously to ratify the Etowah Water & Sewer Authority Agreement to allow residents of Dawson County to grow crops on property owned by their entity. Swafford/Hamby

Consideration of Budget Amendment for the Clerk of Court's Office to cover legal settlement

Motion passed unanimously to approve the budget amendment for the Clerk of Court's Office to cover legal settlement. Hamby/Nix

Approval of Board Appointment

Motion passed unanimously to re-appoint Charlie Auvermann to the Dawson County Joint Development Authority Board (Term: January 2016 through December 2019). Swafford/Hamby

ADJOURNMENT:

PUBLIC COMMENT:

APPROVE:

ATTEST:

Mike Berg, Chairman

Danielle Yarbrough, County Clerk

Backup material for agenda item:

1. Electronic Cigarette Ordinance (*2nd of 2 hearings. First hearing was held on April 21, 2016*)

**AN ORDINANCE OF
THE BOARD OF COMMISSIONERS OF DAWSON COUNTY**

**AMENDING THE DAWSON COUNTY CODE TO REGULATE SMOKING AND THE
USE OF ELECTRONIC CIGARETTES ON PROPERTY OWNED, LEASED, OR
OPERATED BY DAWSON COUNTY; TO PROVIDE FOR SEVERABILITY; TO
REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dawson County approved an ordinance providing regulations for the Parks and Recreation Department on August 20, 2009; and

WHEREAS, O.C.G.A. § 31-12A-1, et. seq. governs smoking tobacco products within enclosed facilities of the County; and

WHEREAS, the Board of Commissioners deems appropriate updating rules and regulations for smoking and the use of electronic cigarettes within County buildings and at park and recreation areas.

NOW, THEREFORE, the Board of Commissioners adopts this ordinance as follows:

Section 1. Amending Section 38-44 (Section XXIV of the Ordinance) and other Sections of the Dawson County Code

No person shall smoke tobacco products or use electronic cigarettes or vape products on property owned, leased, or operated by Dawson County.

Section 2. No Other Sections Affected

Except as specifically amended herein, the balance of the Dawson County Code and the ordinance of the Board of Commissioners of Dawson County enacting and enforcing rules and regulations of the park and recreation areas of Dawson County remain unchanged.

Section 3. Severability

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if a provision of any part of this ordinance is applied to any particular situation or set of circumstances in such a manner as to be declared invalid or unconstitutional, then any such invalidity shall not be construed to affect the portions of this ordinance not so held to be invalid and the application of this ordinance to other circumstances shall not be held to be invalid. The Dawson County Board of Commissioners hereby declares the intent of the Dawson County Board of

Commissioners is to provide for separable and divisible parts, and the Dawson County Board of Commissioners hereby adopts any and all parts hereof as may not be held invalid for any reason.

Section 4. Repealer

All resolutions or ordinances or parts thereof in conflict with the terms of this ordinance are hereby repealed.

Approved, this ____ day of _____, 2016.

DAWSON COUNTY

ATTEST

By: _____
Mike Berg, Chairman
Board of Commissioners

By: _____
Danielle Yarborough,
County Clerk

VOTE: Yes _____
 No _____

Dates of Public Hearings:

Dates of Advertising:

Backup material for agenda item:

2. Vacant and Burned Structures Ordinance (*2nd of 2 hearings. First hearing was held on April 21, 2016*)

**AN ORDINANCE OF
THE BOARD OF COMMISSIONERS OF DAWSON COUNTY**

**TO PROVIDE FOR MAINTENANCE OF VACANT COMMERCIAL STRUCTURES
AND STRUCTURES THAT HAVE BURNED; TO PROVIDE FOR ENFORCEMENT; TO
PROVIDE PENALTIES; TO PROVIDE FOR SEVERABILITY; TO REPEAL
CONFLICTING ORDINANCES AND RESOLUTIONS; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dawson County deems appropriate establishing minimum maintenance requirements and standards for vacant commercial structures and structures that have burned to promote and protect the public health, safety, convenience, order and general welfare.

NOW, THEREFORE, the Board of Commissioners of Dawson County adopts this ordinance as follows:

Section 1. Title.

The title of this ordinance shall be the Dawson County Property Maintenance Ordinance.

Section 2. Scope.

This ordinance shall apply to vacant commercial structures and when any building or structure has partially burned and only to structures that become vacant or burn after the effective date of this ordinance and shall constitute the minimum standards.

Section 3. Definitions.

Unless otherwise noted, terms not defined herein shall have the meaning defined in the Land Use Resolution, the Subdivision Regulations, or in the absence of such definition, words shall have the common dictionary definition. The words "premises," and "building" shall be construed as if followed by the words "or any part thereof". The following definitions shall apply in the interpretation and enforcement of this ordinance:

Maintenance. The act of keeping property and structures in proper condition to prevent the decline or failure.

Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded with the State of Georgia or Dawson County as holding title to the property; or otherwise having control of the property including a fiduciary appointed for any person and the executor or administrator of an estate if ordered to take possession of real property by a court.

Premises. A lot, plot or parcel of land including any structures thereon.

Property. Any improved real property, or portion thereof, situated in unincorporated Dawson County including the buildings or structures located on the real property.

Rubbish. Discarded waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass, crockery, and similar materials.

Securing. Measures directed by the Director of the Department of Planning and Development or the Director's designee that render the property inaccessible to unauthorized persons including, but not limited to, repairing fences and walls, chaining or padlocking gates, repairing doors, windows or other openings.

Trash. Combustible and noncombustible waste material, except garbage, including paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, grass trimmings, cans, metals, bricks, lumber, concrete, mineral matter, glass, crockery, and the residue from the burning wood, coal, coke or other combustible material.

Section 4. Vacant Structures.

A commercial building or commercial structure that is not occupied for ninety (90) days shall be deemed a vacant commercial structure and shall be maintained in good repair and comply with applicable laws, codes, and ordinances. Any vacant structure shall conform to the following minimum standards:

- (1) a placard 24 inches by 24 inches with a red background, white reflective stripes and a white reflective border shall be placed on the front of the vacant structure and shall be visible from the street. An "X" within the placard shall signify significant structural deficiencies within the building, which will limit firefighting to exterior operations only with entry occurring only for known life hazards;
- (2) all doors and windows and other openings shall be weather-tight and secured against entry by the general public and animals. The vacant structure shall be secured using conventional methods used in the original construction;
- (3) all roof and roof flashings shall be sound and tight so that no rain or other precipitation shall penetrate the structure and shall allow for appropriate drainage so as to prevent deterioration of the interior walls or other interior portions of the structure;
- (4) the structure and all plumbing therein shall be maintained in good repair and be structurally sound; the structure shall be free from rubbish, garbage and other debris;
- (5) supporting members of the structure shall be capable of bearing both live and dead loads and the foundation walls likewise shall be capable of supporting an appropriate load;
- (6) the exterior of the structure shall be free of loose and rotten materials as well as holes. Any exposed metal, wood or other surface shall be protected

from the elements by appropriate weather coating materials (paint or similar treatment);

- (7) all balconies, canopies, signs, metal awnings, stairways, fire escapes or other overhanging extensions shall be in good repair and appropriately anchored. The exposed metal and wood surface of overhanging extensions shall also be protected from the elements against rust or decay by appropriate application of paint or similar weather coating;
- (8) any accessories or appurtenant structures including, but not limited to, garages, sheds or other storage facilities shall meet the standards set forth herein; and
- (9) retaining walls, drainage systems, or other structures shall be maintained in good repair and shall be structurally sound. Any existing fence shall be maintained in good repair with gates locked at all times.

Section 5. Burned Structures.

If any building or structure is partially burned, then the owner or person in control shall within thirty days after completion of the investigation of the scene by the Fire Department and law enforcement and/or the insurer of the property remove from the premises all refuse, debris, and all charred and partially burned lumber and material. If the building or structure shall be burned to an extent that the building or structure cannot be repaired, then the owner or person in control shall within sixty days after completion of the scene investigation by the Fire Department and law enforcement and/or the insurer of the property remove from the premises the remaining portion of the building or structure. If the building or structure is to be repaired, then a permit shall be obtained and work shall begin within sixty days after completion of the scene investigation by the Fire Department and law enforcement and/or insurer of the property.

Section 6. Enforcement.

- (a) This ordinance shall be enforced by the Dawson County Marshal's Office or the Director of the Dawson County Department of Planning and Development or the duly authorized representatives of either office as may be applicable.

Section 7. Penalties.

- (a) *Fine and/or Sentence.* Any person convicted of violating any provision of this ordinance shall be punished by a fine of not less than \$250.00 per day and not to exceed \$1,000.00 per day. Each day that a violation continues after due notice has been provided shall be deemed a separate offense.

- (b) *Powers of the court.* The court may order a violation corrected in compliance with this ordinance and may require payment of restitution.
- (c) *Other legal remedies.* In any case in which a violation of this ordinance occurs, the county, in addition to other remedies allowed by law, may petition for a restraining order, injunction, abatement, or take other appropriate legal action to prevent, restrain, or abate the unlawful use or activity.

Section 8. No liability-County.

No officer, agent, or employee of Dawson County shall be personally liable for any damage that may accrue to persons or property resulting from any act required or permitted when discharging duties pursuant to this ordinance.

Section 9. Severability

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if a provision of any part of this ordinance is applied to any particular situation or set of circumstances in such a manner as to be declared invalid or unconstitutional, then any such invalidity shall not be construed to affect the portions of this ordinance not so held to be invalid and the application of this ordinance to other circumstances shall not be held to be invalid. The Dawson County Board of Commissioners hereby declares the intent of the Dawson County Board of Commissioners is to provide for separable and divisible parts, and the Dawson County Board of Commissioners hereby adopts any and all parts hereof as may not be held invalid for any reason.

Section 10. Repealer

All resolutions or ordinances or parts thereof in conflict with the terms of this ordinance are hereby repealed.

Approved, this ____ day of _____, 2016.

SIGNATURES ON THE FOLLOWING PAGE

DAWSON COUNTY

ATTEST

By: _____
Mike Berg, Chairman
Board of Commissioners

By: _____
Danielle Yarborough,
County Clerk

VOTE: Yes _____

 No _____

Dates of Public Hearings:

Dates of Advertising:

Backup material for agenda item:

1. Re-Consideration of Bid #265-16 RFP IT Servers- Revised (*Tabled from the April 21, 2016 Voting Session*)

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of IT

Presenter: Dauida Simpson, Purchasing Director

Submitted By: Purchasing Director Dauida Simpson

Date Submitted: March 14, 2016

Item of Business/Agenda Title: Presentation of Bid #265-16 RFP IT Servers (Revised)

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: April 19, 2016 is the 60 deadline for BOC to take action (60 days = bid bond)

Purpose of Request: Execute a contract with Dell Marketing to upgrade the county's computer infrastructure and systems including all labor as specified in RFP documents.

Department Recommendation: Approve contract as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: Contract to be executed. Contract sent to County Attorney on March 11, 2016
 No for review.

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested: \$250,000 – servers & contingency

Amount Budgeted: \$250,000

Fund Name and Account Number: SPLOST V: 315-00-1535-542100-000 Machinery & Equipment

Administration Staff Authorization

Dept. Head Authorization: James Tolbert, Director Date: _____

Finance Dept. Authorization: Natalie Johnson Date: 03/17/2016

County Manager Authorization: Randall Dowling Work Session Date: 3-24-16

Comments: Bid documents can be found at www.dawsoncounty.org > Bids & RFPs> Under Evaluation, Exhibit A is the RFP,

Exhibit B is the pricing, contract and presentation attached.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Bid #265-16 RFP IT Servers (Revised)

DATE: March 14, 2016

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

ANNUAL-

OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: April 7, 2016

PURPOSE: To enter into a contract with a qualified vendor, Dell Marketing, LP, who specializes in IT systems and data migration (labor) for a fixed price. Additionally, a 5 year warranty is included. Furthermore, this contract will accomplish replacement of existing servers and related systems and migration of old data to new systems.

HISTORY: Current servers (2008-2009) are outdated and not supported by manufacturer. IT has been able to keep the system up and running with temporary solutions but new servers are needed in order for department software/programs to run efficiently. Additionally, Dell Marketing, LP is the manufacturer.

FACTS AND ISSUES: Dell Marketing is the most responsive, responsible bidder. They were also the low bidder after two vendors omitted various items that were required in the RFP such as licenses, switches, and full data migration which significantly increased their prices and made them non-responsive to the bid requirements.

OPTIONS: Approve as submitted.

RECOMMENDED SAMPLE MOTION: Staff respectfully requests the Board to award #265-16 RFP IT Servers (Revised) to the most responsive, responsible bidder Dell Marketing LP, in the amount of \$226,879.47 and approve a contingency of \$23,120.53 to fund unforeseen items if needed for a total of \$250,000 to be paid by SPLOST V and approve the contract as submitted.

DEPARTMENT:

Prepared by: Davida Simpson, Purchasing Director

Director James Tolbert, Director

IT Servers (Revised) Bid #265-16 RFP

WORK SESSION MARCH 24, 2016



Background

- ▶ Servers provide the ability for all departments to function
 - ▶ Email (200+)
 - ▶ Data storage (6TB)
 - ▶ Houses department & user software/programming (13 different programs)
 - ▶ Backups
- ▶ Dawson County servers were purchased in 2008-2009
 - ▶ Current servers are archaic in the technological world
 - ▶ End-of-Life (EOL) for current system was 2012
 - ▶ Manufacturer is no longer supporting systems
- ▶ Servers are past critical levels
 - ▶ IT purchased additional memory to keep the current system running in December 2015
 - ▶ This is a temporary fix until the new servers 23 installed

Background (Continued)

- ▶ Bid was rejected in 2015 due to budget constraints and references
 - ▶ References were required to be of like agencies, size and use that of Dawson County
 - ▶ 2015 Funding was Capital Improvements Project
 - ▶ 2016 Funding is SPLOST V
 - ▶ New solicitation was released with revised specs January 20, 2016 with a deadline of February 19, 2016
- ▶ Held an optional pre-proposal meeting February 4, 2016
 - ▶ Q&A
 - ▶ Allowed open conversation about our needs and various options/solutions
 - ▶ Site visit to data center
 - ▶ Gave vendors time to formulate their approach to scope of work and pricing to ensure specifications were clear and that no change orders would be needed later

Scope of Work

Vendor to provide:

- ▶ All systems, switches, etc.
- ▶ Install, configure and migrate
- ▶ Active Directory: Current infrastructure (Windows 2003, 2008 & 2010) update to Windows 2012/R2
- ▶ Databases upgrade
- ▶ Backup and replication
- ▶ Data migration is a large portion of work to be completed
 - ▶ Email: Update Exchange 2007 to Exchange 2016
 - ▶ File servers
- ▶ Licensing for all programs and users
- ▶ Software support and warranty 5 years
- ▶ All labor included

IFB vs RFP

Given the nature of the project, qualifications must be provided for vendors completing work. Qualifications and methodology were driving force in this bid. Technical requirements made up 75% of the scoring criteria while pricing made up 25%. Based on these factors, the Request for Proposal method was selected as the best approach to this solicitation.

IFB – Invitation for Bid

- ▶ Price is driving force
- ▶ Must go with low bid unless legal justification/rationalization

RFP – Request for Proposal

- ▶ Price may be a factor
- ▶ Other criteria more important than price (technical requirements)
- ▶ Must award bid to the most responsible (can do work), responsive (met requirements & criteria) bidder – best score

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **8 bids received**

Evaluation Committee

- ▶ Will Shattuck, IT
- ▶ Cameron Burt, IT
- ▶ Robin Roland, IT
- ▶ Rachel Burton, Planning & Director
- ▶ Davida Simpson, Purchasing Director (facilitator)

Discussion

- ▶ 4 of 8 vendors failed to provide Bid Bonds as required in RFP
 - ▶ Bid bond (5% of price) is required to lock in pricing and to hold vendors accountable to pricing
 - ▶ Technology pricing is ever-changing
 - ▶ Conferred with County Attorney about rejecting vendors who did not submit bid bonds
- ▶ Evaluation committee checked references of all 4 responsive vendors
 - ▶ Based on evaluations and pricing, top 3 vendors interviewed
 - ▶ Interviews gave Dawson County staff an opportunity to fully vet vendor qualifications
 - ▶ During interviews, 2 vendors (Edge & SHI) didn't feel their original bids adequately represented the County's needs therefore they wanted to revise pricing which is not allowed
 - ▶ Both omitted various items that were required in the RFP: Licenses, switches, full data migration, etc. which would greatly increase their pricing, therefore making them non-responsive to the original requirements
 - ▶ Dell made no changes and is confident they can provide a turn-key solution that meets our current and future needs

Pricing

| Company | Bid Bond | Pricing | Timeline | Interview or Conference Call |
|----------------------------------|----------|---------------|-------------------|------------------------------|
| CDW-G | Yes | \$404,215.18 | 628 hours | No |
| Dell | Yes | \$226,879.47 | 6 weeks | Yes – Interview |
| Edge Solutions | Yes | *\$229,825.00 | 60 days (elapsed) | Yes – Interview |
| SHI International | Yes | *\$176,286.77 | 7.5 weeks | Yes – Conference Call Only |
| Digital Agent | No | | Disqualified | |
| Diversified Tech | No | | Disqualified | |
| The Wright Tech Consulting Group | No | | Disqualified | |
| VehTech Inc | No | | Disqualified | |

Evaluation Criteria

| Company | Points Allowed | CDW-G | Dell | Edge | SHI International |
|---|----------------|--------------|--------------|--------------|-------------------|
| Company Background, Dedicated Team & Staff Experience | 20 | 17 | 20 | 18 | 5 |
| Approach to Scope of Work | 20 | 11 | 18 | 19 | 12 |
| Service & Support | 20 | 12 | 20 | 13 | 15 |
| References | 15 | 9 | 14 | 12 | 9 |
| Price Proposal | 25 | 9 | 25 | 20 | 17 |
| Total Points | 100 | 58.00 | 96.67 | 82.33 | 57.00 |

Justification

- ▶ Dell responded to all specifications
- ▶ All references were extremely positive
- ▶ This is a direct purchase from the manufacturer and not a 3rd party vendor
 - ▶ 1 single contract for parts, labor, service, warranty, etc.
- ▶ Service agreement - 5 years
- ▶ Committed to support the platform for the next 10 years
- ▶ Dell has been a proven vendor in the past with Dawson County
 - ▶ Current computers and servers are Dell
 - ▶ Backup systems (DCSO) will be a minor upgrade needed for this capability
 - ▶ Included in original price proposal but not in specifications/request for proposal

Recommendation

Staff respectfully requests the Board to award #265-16 RFP IT Servers (Revised) to the most responsive, responsible bidder, Dell Marketing LP, in the amount of \$226,879.47 and approve a contingency of \$23,120.53 for a total of \$250,000.00 to be paid from SPLOST V and accept the contract as submitted.

The contingency request is to cover any unforeseen items to be approved by the County Manager.

ANNUAL CONTRACT AND AGREEMENT

| | |
|-----------------------------|--|
| Contract Start Date: | See below |
| Contract End Date: | December 31, 2016 |
| Contract Name: | IT Servers (Revised) |
| Vendor Name: | Dell Marketing L.P. |
| Address: | One Dell Way Round Rock, TX 78682 |
| Telephone No.: | 864-247-3537 |
| Contact Person: | Cory Dial |
| Payment Terms: | Net 30 days |

This Agreement is hereby made and entered into this as of the date of the last signature below (the “Contract Start Date”), by and between Dawson County, Georgia (hereinafter referenced as “County” or “Customer”) and Dell Marketing L.P., a Delaware limited partnership, (hereinafter referenced as “Contractor” or “Dell”), and together with any Schedules, governs County’s purchase of Products and Services from Contractor for internal use.

Contractor’s Proposal for Dawson County Bid # 265-16, IT Servers (Revised), dated as of February 8, 2016 (“Contractor’s Proposal”) received pursuant to Dawson County Project No. **#265-16 RFP IT Servers (Revised)** is hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. **Scope of Services**

Contractor shall furnish the Products and Services in accord with: Contractor’s Proposal that is hereto incorporated herein by reference. Such services shall be performed by employees or agents of the Contractor and not by employees of the County. If the Services are to be provided or performed upon property owned or controlled by the County, then the Contractor’s employees shall abide by all reasonable rules established by the County, to the extent provided to Contractor in writing prior to executing this Agreement, and it being understood that Contractor may be entitled to an equitable adjustment in price or schedule to accommodate such compliance.

2. **Term of Agreement**

This Agreement shall commence on the Contract Start Date and shall terminate on the Contract End Date unless terminated in accordance with this Agreement. Each Service and Software license will continue for the term stated in the applicable SOW or Software Agreement, unless terminated earlier in accordance with its terms or this Agreement. Hardware Service may be renewed if Customer pays a renewal invoice from Dell or continues to use the Hardware Service past its initial term.

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

Either party may terminate this Agreement, a SOW, or a Software Agreement (a) for a material breach of the Agreement, SOW, or Software Agreement by the other party which, if capable of being cured, is not cured within thirty days of the breaching party's receipt of written notice of the breach, or (b) if a party declares bankruptcy or is adjudicated bankrupt or a receiver or trustee is appointed for substantially all of its assets. Notwithstanding the foregoing, Dell may terminate this Agreement, a SOW, or a Software Agreement with 10 days' written notice if (a) Customer does not make payment as required by this Agreement or the applicable SOW or Software Agreement (where such payment is not subject to a good faith dispute) and (b) Customer fails to make the payment within 10 days after receiving written notice of the past due amount. Additionally, Dell may terminate an SOW immediately if Customer is acquired by or merged with a competitor of Dell.

If this Agreement is terminated for convenience (or not renewed), all then-existing SOWs and Software Agreements shall remain in force for their stated term and shall continue to be governed by this Agreement. If this Agreement or an SOW or Software Agreement is otherwise terminated, all rights and obligations of the parties under this Agreement or the terminated SOW or Software Agreement shall automatically terminate, except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.

3. Multi-Year Contract

This Contract and Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract may be renewed upon mutual agreement of the parties hereto.

The total obligation of the County for the calendar year of execution shall be in accordance with the rates provided under Contractor's Proposal. The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be as agreed between the parties at the time of such renewal.

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.

4. Payment and Orders

A. Quotes and Orders. Customer must identify Dell's quotation (if any), the Dell Contract Code assigned to this Agreement (if any), the Products and Services ordered, the requested shipment dates, and shipping and invoice addresses on all Orders. Each Order is subject to acceptance by Dell. Quoted prices are effective until the expiration date of the quote, but may change due to shortages in materials or resources. Orders for Third-Party Products are subject to availability and are cancellable only by Dell,

notwithstanding anything to the contrary in this Agreement. Dell may, prior to shipment, cancel and refund Orders affected by typographical errors. Customer shall place all Orders in the country where the Products and Software are to be shipped and for Services, where the Services benefit is received.

B. Payment. Invoices are due and payable within 30 days of the invoice date unless the invoice states payment terms greater than 30 days. Payment must be made in the method and currency identified by Dell. Dell must approve in writing any assignment by Customer of its payment obligations to a third-party financing company (other than Dell Financial Services, LLC). Dell may charge interest at the rate of 1.5% per month on undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Interest will be recalculated every 30 days based on Customer's current outstanding balance. Dell, without waiving any other rights or remedies and without liability to Customer, may suspend any or all Services until all overdue amounts are paid in full. Customer will pay all reasonable legal fees (including reasonable attorney's fees) and costs associated with collection of overdue amounts.

C. Taxes. Customer is responsible for payment of any sales, use, VAT, GST and any other similar taxes or governmental fees associated with Customer's Order, except for taxes based on Dell's net income, gross revenue or employment obligations. If Dell is obligated by applicable law to collect and remit any taxes or fees, then Dell will add the appropriate amount to Customer's invoices as a separate line item. If Customer qualifies for a tax exemption, Customer must provide Dell with a valid certificate of exemption or other appropriate proof of exemption. The charges stated on each line item of the invoice shall include all duties, levies or any similar charges and exclude VAT or equivalent sales or use tax. Customer shall also pay all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, goods and services, and excise taxes). Dell's invoice shall be in accordance with applicable law. If Customer is required by law to make a withholding or deduction from payment, Customer will make payments to Dell net of the required withholding or deduction, and will supply to Dell satisfactory evidence (e.g. official withholding tax receipts) that Customer has accounted to the relevant authority for the sum withheld or deducted. If such evidence is not provided to Dell within 60 days of remittance to the applicable tax authority, Dell will impose a penalty payment on Customer, and Customer will be liable for such penalty, in the amount of the withholding imposed on that particular transaction.

Shipping and handling charges for Dell standard 3-5 day ground shipping via Dell's selected carrier are included in Product prices. Shipping and handling charges for any other shipping method are solely the responsibility of Customer. Title to Hardware passes from Dell to Customer upon shipment. Delivery of Software is FOB Origin. Loss or damage that occurs during shipping (including returns) is the responsibility of the party that selected the carrier. Shipping and delivery dates are estimates only. Customer must notify Dell within five (5) days of the invoice date if Customer believes any part of its order is missing, wrong, or damaged.

5. Invoices

All invoices from the Contractor shall include the purchase order number.. The parties shall operate as independent contractors and not as an agents of the other party, and neither party, nor any of its employees, servants, agents or subcontractors, shall be deemed a partner, employee, servant or agent of the other party. Neither party hereto shall have authority to bind the other party in respect.

Neither party shall assign, transfer, nor convey the terms of this Contract or any party hereof without written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Customer understands and agrees that Contractor may subcontract services for standard non-custom services such as custom factory integration, warranty, break/fix, administrative and back office services, and further that Contractor may engage LogicsOne to perform certain services, all without consent.

6. Indemnification/Limitation of Liability

A. Dell shall defend and indemnify Customer against any third-party claim that Dell-branded Products, Services or any tangible items provided as part of the Services (excluding Third-Party Products and open source software) infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("Claims"). In addition, if Dell receives prompt notice of a Claim that Dell believes is likely to result in an adverse ruling, then Dell shall at its option, (1) obtain a right for Customer to continue using such Products or Service-related deliverables, if any, or for Dell to continue performing the Services; (2) modify such Products or Services to make them non-infringing; (3) replace such Products or Services with a non-infringing substitute; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Service-related deliverables, if any. Dell shall have no obligation for any claim arising from (a) modifications of the Products or Services that were not performed by or on behalf of Dell; (b) misuse, or the combination or use with Third-Party Products; (c) Dell's compliance with Customer's written specifications or directions, including the incorporation of any software or other materials or processes Customer provides or requests or (d) Customer's failure to incorporate free Software updates or upgrades that would have avoided the alleged infringement. Dell's duty to indemnify and defend under this Indemnification Section is contingent upon: (i) Customer's prompt written notice of the Claim (ii) Dell's right to solely control the defense and resolution of the Claim, and (iii) Customer's cooperation in defending and resolving the Claim. These are the exclusive remedies for any third-party intellectual property claim, and nothing in this Agreement or elsewhere will obligate Dell to provide any greater indemnity.

B. To the extent permitted by Georgia law, Customer agrees to defend and indemnify Dell against any third-party claim resulting or arising from (1) Customer's failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Customer, or associated with non-Dell software or other components directed or requested by Customer to be used with, installed or integrated as part of the Products or

Services; (2) Customer's violation of Dell's proprietary rights; (3) any inaccurate representation regarding the existence of an export license or any allegation made against Dell due to Customer's violation or alleged violation of applicable export laws; or (4) Customer transferring or providing access to Excluded Data to Dell.

C. Each party shall defend and indemnify the other against any third-party claim for personal bodily injury, including death, where the injury has been exclusively caused by the indemnifying party's gross negligence or willful misconduct in connection with this Agreement.

D. EXCEPT FOR A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES, OR FOR ANY OF THE FOLLOWING: (a) LOSS OF REVENUE, INCOME, PROFIT (IN EACH CASE, EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS), SAVINGS OR SHARE VALUE; (b) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK, OR THE RECOVERY OF SUCH; (c) LOSS OF BUSINESS OPPORTUNITY; (d) BUSINESS INTERRUPTION OR DOWNTIME; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES.

E. EXCEPT FOR CUSTOMER'S BREACH OF ITS PAYMENT OBLIGATIONS, A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OTHER RESTRICTIONS ON USE IN AN ORDER OR SOFTWARE AGREEMENT, OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, ACTIONS AND CAUSES OF ACTION RELATED TO ANY DISPUTE (AS DEFINED BELOW) SHALL BE LIMITED TO (i) THE AMOUNTS PAID DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE THAT THE DISPUTE FIRST AROSE, FOR (ii) THE PRODUCT THAT IS THE SUBJECT OF THE DISPUTE OR (iii) THE SERVICES THAT ARE THE SUBJECT OF THE DISPUTE, IN EACH CASE EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES.

F. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL DISPUTES AND CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, STATUTE, EQUITY OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS OR SERVICES TO CUSTOMER, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

G During the term of this Agreement, the Contractor shall maintain worker's compensation and comprehensive general liability insurance as indicated in the certificate of insurance provided in Contractor's Proposal.

7. **Performance Standards and Limited Warranty**

DELL'S WARRANTY TERMS FOR PRODUCTS SHALL BE PROVIDED AS INDICATED IN THE PRODUCT SCHEDULE OR THE SOFTWARE TERMS. DELL'S WARRANTIES FOR SERVICES SHALL BE PROVIDED IN THE SERVICES SCHEDULE. EXCEPT AS EXPRESSLY STATED BY DELL ELSEWHERE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DELL (INCLUDING DELL AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) FOR ANY THIRD-PARTY PRODUCTS OR SERVICES; (c) FOR THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES; OR (d) THAT THE PRODUCTS OR SERVICES WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION OR ERROR. PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS, REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS ANY APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES").

WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICES NOT PERFORMED OR AUTHORIZED BY DELL (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS OR HARDWARE SERVICES. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DELL "AS IS."

8. **Change Order**

Any change order shall mean a written order executed by the parties after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made.

9. **Confidential Information**

"Confidential Information" means information that is designated as confidential or should reasonably be understood to be confidential. Confidential Information may only

be disclosed to the receiving party's personnel, professional advisors, agents, and subcontractors ("Representatives"), or governmental taxing authorities, on a "need-to-know" basis in connection with this Agreement. Representatives shall be bound to treat the Confidential Information under terms at least as restrictive as those herein, and the receiving party shall be liable for unauthorized disclosures by its Representatives. Each party will use at least the same degree of care as it employs with respect to its own Confidential Information, but not less than a commercially reasonable standard of care. The foregoing shall not apply to information that (i) is independently developed without use of the other party's Confidential Information; (ii) has been obtained from a source which is not under a confidentiality obligation; or (iii) is or becomes publicly available without fault of the receiving party. If receiving party must disclose Confidential Information as required by law, it shall give reasonable prior notice to the disclosing party. These obligations shall continue for 3 years from the initial date of disclosure, except that obligations related to information about a party's trade secrets and intellectual property shall never expire.

During the course of providing Professional Services, Dell may create and provide to Customer items including, but not limited to documents, designs, computer code, know-how, and methodologies which are protected by the intellectual property law of the United States, Canada, or the location in which the Professional Services are being provided ("IP"). Subject to payment in full, Customer is hereby granted a perpetual, irrevocable (except for non-payment), non-transferable, non-sublicenseable license to use the IP and any pre-existing Dell intellectual property that may be provided to Customer as part of the Professional Services ("Pre-existing Dell IP") for non-commercial purposes to manage its and its Affiliates' internal business operations. Except as may otherwise be expressly stated in an SOW, Dell shall have sole and exclusive ownership of all IP, except (a) Customer shall retain all its rights in any Customer information or pre-existing intellectual property that may be contained in the IP and (b) Dell may not disclose or distribute the IP to any third party unless it first removes any such Customer information or intellectual property. Other than the license granted to Customer in this Section, Dell shall retain all rights and ownership in all Pre-existing Dell IP.

10. **Dispute Resolution**

This Agreement and any related SOW(s) and Software Agreements, and ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "Dispute") will be governed by the laws of the State of Georgia, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. The County and the Contractor agree to attempt to resolve any Dispute through negotiation, or by utilizing a mediator agreed to by the parties, rather than through litigation. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action

available at law or in equity. Venue for any litigation arising from this Contract shall be the Superior Court of Dawson County, Georgia.

F. Bench Trial. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

G. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

H. Limitation Period. NEITHER PARTY SHALL BE LIABLE FOR ANY CLAIM OR DISPUTE FILED MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.

I. Attorneys' Fees. In any Dispute (other than a dispute for payment owed to Dell), each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

11. Notices

Any notice required in accord with the terms hereof shall be delivered via certified mail or commercial delivery service as follows:

County:

Contractor:

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

Dell Marketing, LP
ATTN: Contracts Manager
One Dell Way
Round Rock, TX 78682
Dell_Legal_Notices@dell.com

12. Services. The following shall apply to all purchases of Services under this Agreement:

A. SOW. Services shall be subject to the additional terms contained in any SOW executed or otherwise provided by Dell in connection with the Service.

B. Third Party Products. If Customer provides or makes available Third Party Products for Dell to use in connection with the Services, Customer (a) authorizes Dell to use such Third Party Products as needed to provide the Services, (b) warrants that it has all consents, licenses, and sublicense rights as may be necessary to make the Third Party Products available to Dell, and (c) agrees that Dell shall not be liable to Customer if Dell's authorized use causes warranties or other services contracts for the Third Party Products to become void.

C. Services Software. "Services Software" is Software that Dell may make available to Customer as necessary to enable Customer to receive and use the Services. Services Software may be hosted by Dell or installed on Customer's computers. Customer agrees that it shall (i) only use the Services Software as necessary to receive and/or use the Services during the term thereof, (ii) use any Services Software hosted by Dell in a lawful manner, without interfering with other Dell customers' use of the Services Software, and without attempting to disrupt the security or operation of the network or systems used to

provide the Services Software; and (iii) not misappropriate, disclose, or otherwise violate Dell's or its suppliers' intellectual property rights in the Services Software.

D. Customer Obligations. Except as may be expressly agreed by the parties in writing, Customer shall be solely responsible to back up all data on its systems and to install all equipment or technology upgrades, refreshes, and replacements. Customer shall provide timely access to Customer personnel, systems and information as may be needed for Dell to perform the Services. If the Services are provided on Customer's premises, Customer shall provide, without charge to Dell, a reasonable work environment for Dell personnel that is in compliance with all applicable laws and regulations and that includes work space, reproduction, computer, and other equipment, supplies, and services all as may be needed to perform the Services.

E. Data. In connection with Dell's performance of or Customer's use of the Services or Services Software, Dell may obtain, receive, and/or collect data or information, including system-specific data (collectively, the "Data"). Customer grants Dell (i) a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to provide the Services or the Services Software; (ii) a license to aggregate and use the Data in an anonymous manner in support of Dell's internal, marketing and sales activities; and (iii) the right to copy and maintain the Data on Dell's or its suppliers' servers as necessary to provide the Services. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer the Data within and outside of the country in which Customer is located in order for Dell to provide Services hereunder.

F. Updates. It may be necessary for Dell to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Services Software, which may temporarily degrade the quality of the Services or result in a temporary outage of the Services Software.

13. SOFTWARE

Customer may purchase Software licenses under this Agreement for Software licensed to Customer by Dell or a Dell Affiliate ("Dell Licensed Software") and for Software licensed to Customer by a third party ("Third Party Software").

A. "Software" means any software, library, utility, tool, or other computer or program code, each in object (binary) code form, and the printed materials, online and electronic documentation provided by Dell with the Software and any copies thereof.

B. "Software Agreement" means either (i) the software license agreements included with the software media packaging or presented to Customer during the installation or use of the Software, or (ii) if no license terms accompany Dell Licensed Software or are not otherwise made available to Customer by Dell, the End User License Agreement—A Version, found at dell.com/aeula; or (iii) for Software listed at software.dell.com (the "DSG Software"), the applicable local Software Transaction Agreement located at software.dell.com/legal/sta.

C. "Software Terms" means the terms in a Software Agreement for Dell Licensed Software that state (a) the Dell Affiliate that is the licensor of the Software (the "Licensor") (b) Software title, license definitions, rights, and restrictions; (c) Software warranties and remedies; (d) maintenance and support services for the Software; (e) the

Licensor's rights in connection with a change of control of Licensor or a sale of its assets; (f) Customer's compliance obligations with respect to the Software; (g) the parties' rights and obligations with respect to a termination of the Software Agreement or a license granted thereunder, and (h) the parties' liability in the event of a misappropriation, misuse, or disclosure of the other party's intellectual property, including, but not limited to the Software.

D. Customer acknowledges that Dell has merely purchased Third Party Products for resale to the Customer. Notwithstanding any language to the contrary in any documents agreed to by Dell and Customer, Customer agrees and acknowledges that the proprietary and intellectual property rights to such Third Party Products are owned by parties other than Dell, and Dell makes no warranties with respect to such Third Party Products. Customer further acknowledges and agrees that except for payment to Dell for the Third Party Products, all of its rights and obligations with respect thereto flow from and to the third parties.

E. If applicable, this Agreement establishes the price Customer shall pay Dell for Microsoft software licenses, software assurance, and other products (collectively the "Microsoft Products") resold to Customer by Dell pursuant to the terms and conditions herein. This Agreement is the only Agreement relevant to Customer's price for Microsoft Products resold by Dell and applies notwithstanding any separate agreements Customer may have with Microsoft. Notwithstanding any language to the contrary in any agreement with Microsoft or any marketing or other published material, Customer's price for all Microsoft Products shall be the price established by this Agreement. If the price established by this Agreement changes at any time during a Customer enrollment in any Microsoft program (for example, during an Enrollment under a relevant Enterprise Agreement), then Customer shall pay the new price established by this Agreement.

F. Governing Terms. Dell Licensed Software shall be governed by this Agreement, the Software Terms, and the applicable Order provided to Customer by Dell (if any). Third Party Software shall be governed by the Software Agreement that is provided with such Software and, as between Dell and Customer, the sections of this Agreement regarding payment, taxes, warranty, and liability.

14. Compliance with Laws

A. Customer's purchase of Dell's Products or Services is for its own use, not for resale, export, re-export, or transfer. Customer is subject to and solely responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Customer's purchase may not be used, sold, leased, exported, re-exported, or transferred except in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory that is the subject or target of, economic sanctions of the United States and other applicable jurisdictions.

B. Customer certifies that all items (including hardware, software, technology and other materials) it provides to Dell for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. Dell is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies regulatory requirements of the country to which such Products or Services are to be delivered or performed, and Dell shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements.

C. Dell's privacy policies explain how Dell treats personal information and protects its customers' privacy and can be found at dell.com/privacy.

15. Additional Terms

A. Excused Performance. Neither party shall be liable to the other for any failure or delay in performing its obligations due to circumstances beyond its reasonable control, provided that the other party is promptly notified in writing, and such party uses reasonable commercial efforts to resume performance. The failure of a party, its affiliates or their subcontractors to perform their obligations under this Agreement will be excused to the extent such non-performance is caused by the acts or omissions of the other party, its Affiliates, agents, contractors or other third parties. This Section shall not relieve either party of its obligations under this Agreement (including payment), but rather will only excuse a delay in performance.

B. Excluded Data. Customer acknowledges that Products and Services provided under this Agreement are not designed to process, store or be used in connection with any of the following categories of data: (i) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (ii) articles, services and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) related data; and (iv) except for certain DSG Software, other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law (collectively referred to as "Excluded Data"). Customer is solely responsible for reviewing data that will be provided to or accessed by Dell to ensure that it does not contain Excluded Data.

C. U.S. Government Restricted Rights. The software and documentation provided with the Products and Services are "commercial items" as that term is defined at 48 C.F.R. 12.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein. Contractor/manufacturer of Dell-branded Products is Dell, One Dell Way, Round Rock, Texas 78682.

J. Entire Agreement; Order of Precedence; Severability. This Agreement, including its Schedules, attachments and Orders, each of which is incorporated in this Agreement for all purposes, constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. There are no representations, understandings or agreements, written or oral, relative to this Agreement that are not fully expressed in this Agreement. In entering into this Agreement, neither Party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each Party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this Agreement. In the event of a conflict or ambiguity between the terms of this Agreement, a Schedule, or an Order, the terms will take precedence in the following order: the Order, the Schedule, and this Agreement. In the event of a conflict or ambiguity between the terms of this Agreement, a Software Agreement, or an Order, the terms will take precedence in the following order: the Order, the Software Terms, and this Agreement. Notwithstanding the foregoing, any preprinted terms on Customer's purchase order shall be of no force or effect. Modifications to this Agreement will be made only through a written amendment signed by both parties. If any provision of this Agreement, or any Schedule or SOW is found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement or the affected Schedule or SOW will remain in full force. No rights may arise by implication or estoppel, other than those expressly granted herein.

16. Definitions.

- A. "Dell" means Dell Marketing L.P. or the Dell Affiliate identified on the Order.
- B. "Dell Affiliate" means a direct or indirect subsidiary of Dell Inc. located in the United States "Hardware" means computer hardware, related devices and other accessories including all embedded components (excluding Software).
- C. "Hardware Services" means (a) services to be performed by or on behalf of Dell necessary to repair a defect in materials or workmanship of Hardware and as otherwise defined in the Hardware Schedule or SOW, (b) standard deployment services, such as Basic Deployment Services, ProDeploy or ProDeploy Plus services, or c) standard configuration services, including Static and Dynamic Imaging, Asset Tagging, Asset Reporting, standard System Configuration services (BIOS Settings, Hard Drive Partitioning, Application Installation and Operating System Settings).
- D. "Order" means an order placed for Products and/or Services by (a) a written ordering document or agreement under this Agreement that is executed by the parties, such as a signed Dell quotation or SOW, or (b) a Customer purchase order accepted by Dell.
- E. "Products" means Hardware, Software or both.
- F. "Professional Services" means services, other than Hardware Services, to be performed by or on behalf of Dell pursuant to an SOW.
- G. "Schedule(s)" means the Product Schedule or Services Schedule to this Agreement, and any other schedules later executed by the parties under this

Agreement, as well as any attachments to such Schedule(s). Unless otherwise defined in a Schedule, capitalized terms in Schedules shall have the meaning defined in the Agreement.

- H. "Services" means either Hardware Services, Professional Services, or both.
- I. "SOW" means any mutually agreed document or agreement describing Services to be provided by or on behalf of Dell to Customer, including without limitation, "Statements of Work," "Service Descriptions," "Specification Sheets," "Task Orders," "Order Forms" and any other such documents executed under the terms of a Professional Services Schedule hereto or otherwise available at www.Dell.com/servicecontracts/US.
- J. "Third-Party Products" means any Products or Services that are not manufactured, created, licensed, branded or performed by or on behalf of Dell.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

DAWSON COUNTY, GEORGIA

Attest:

By: _____
Name: Mike Berg
Title: Chairman, BOC

By: _____
Name: Danielle Yarbrough
Title: County Clerk

CONTRACTOR:

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

PRODUCT SCHEDULE

- 1. General.** This Product Schedule (“Schedule”), in addition to the Customer Purchase Agreement dated _____ (“Agreement”), into which this is hereby incorporated, states the terms for Orders for Products and Hardware Services by Customer from Dell. Unless otherwise defined in this Schedule, capitalized terms herein shall have the meaning defined in the Agreement.
- 2. Prices.** The prices charged for Products purchased under this Agreement shall be as quoted by Dell. Additional charges will apply if Customer requests Hardware Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Hardware Service.
- 3. Shipping Charges; Title; Risk of Loss.** Shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale. Title to Hardware passes from Dell to Customer upon shipment. Delivery of Software is FOB Origin. Loss or damage that occurs during shipping (including returns) is the responsibility of the party that selected the carrier. Shipping and delivery dates are estimates only. Customer must notify Dell within five (5) days of the invoice date if Customer believes any part of its order is missing, wrong, or damaged.
- 4. Hardware Returns, Exchanges and Repairs.** Customer agrees to Dell's return policy at dell.com/returnspolicy. Before returning or exchanging Hardware, Customer must contact Dell to obtain an authorization number for the return. Customer must return Hardware in its original or equivalent packaging, and Customer is responsible for risk of loss and shipping and handling fees. Additional fees may apply. If Customer fails to follow the return or exchange instructions, Dell will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Customer's purchase. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned. Title to returned or exchanged Hardware shall pass to Dell upon receipt at the specified Dell facility.
- 5. Cancellation of Order.** Customer may change or cancel an order for Dell-branded Products only up until the time Dell begins manufacturing the Products. Otherwise, Customer may change or cancel an order as set forth in the applicable Dell quote or as expressly agreed by both parties.
- 6. Exclusions.** Hardware Services do not include preventive maintenance or repairs required due to (a) software problems; (b) alteration, adjustment, or repair of the Hardware by anyone other than Dell or Dell's representatives; (c) accident, misuse, or abuse of the system or component (such as fire, water leakage, use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) that have not been caused by Dell; (d) moving of the system from one geographic location or entity to another; or (e) an act of nature.
- 7. Suspension of Hardware Services.** Dell may suspend Hardware Services if Customer purchased the Hardware Services through a reseller and the agreement between Customer and such reseller expires or is terminated, or Customer's reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer.

8. **Limited Warranty.** The limited warranties for Dell-branded hardware shall be as stated in the documentation provided with the hardware. If there is no such documentation, then the warranties shall be as stated at dell.com/warrantyterms. Dell warrants that Hardware Services shall be performed in a good and workmanlike manner. Customer's exclusive remedy and Dell's sole obligation for any breach of any Hardware Services warranty shall be for Dell to re-perform the non-conforming Hardware Services.
9. **Entire Agreement.** This Schedule, including related Orders and attachments and the Agreement and its attachments, constitutes the entire agreement between the Parties concerning the subject matter of this Schedule. There are no representations, understandings or agreements, written or oral, relative to this Schedule that are not fully expressed herein. In entering into this Schedule, neither Party is relying upon any representations or statements of the other that are not fully expressed in this Schedule; rather each Party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this Schedule.

By their signatures below, Dell and Customer indicate their agreement to the terms and conditions set forth in this Product Schedule and the Agreement.

Dell Marketing L.P.

Customer

Signature:

Signature:

Printed Name:

Printed Name:

Position:

Position:

Date:

Date:

SERVICES SCHEDULE

1. **General.** This Services Schedule (“**Schedule**”), in addition to the Customer Purchase Agreement dated _____ (“**Agreement**”), into which this Schedule is hereby incorporated, states the terms for Orders for Professional Services under the Agreement.
2. **Orders.** An Order for Professional Services may be (a) in the form of an SOW or other order form executed by the parties; (b) as agreed to by Customer via a Dell online ordering process; or (c) a Customer purchase order for those Professional Services described in Service Descriptions at www.Dell.com/servicecontracts/US as of the date Dell receives the purchase order. For orders described in the preceding subsection (c), the Service Descriptions shall be deemed incorporated into the Order and preprinted terms on the purchase order shall not apply.
3. **Charges.**
 - A. **Billing.** Professional Services shall be billed at the rates stated in the SOW, which shall either be (a) per-hour or per-eight hour day (“**Time and Materials**”) or (b) a fixed price for the tasks to be performed and deliverables to be provided (“**Fixed Price**”). The hours or days stated in a Time and Materials Services SOW are a good faith estimate of the time required to perform the Professional Services described in the SOW, but not a commitment to complete them in that amount of time. However, Dell will only perform Professional Services beyond the contracted hours on the written authorization of Customer. Additional charges will apply if Customer requests Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Service.
 - B. **Travel Expenses; Taxes.** Unless otherwise stated in an SOW, Customer shall (i) reimburse Dell for actual, reasonable travel-related and other out-of-pocket expenses incurred in connection with any Services and (ii) pay any applicable sales, use, or other taxes Dell is required to collect in connection with the Services, except that Dell shall be responsible for its franchise, property, and employment taxes and taxes based on its net income.
 - C. **Cost of Living Adjustment.** This Section 3(c) shall apply to SOWs with a term longer than one year. Dell may adjust prices on any anniversary of the effective date of such an SOW if on such date the ECI (as defined below) is higher than it was on the immediately preceding anniversary date. The permitted price adjustment shall be calculated by multiplying the then-existing price(s) by a factor equal to the new ECI divided by the immediately preceding ECI, minus one. Each price adjustment shall remain in effect until the next permitted adjustment.

For purposes of this Schedule, “**ECI**” means the Employment Cost Index, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Specialty and Technical Occupations published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index ceases to be published, then another comparable measure agreed to by Dell and Customer.
4. **Warranty.** Dell warrants that the Professional Services shall be performed by qualified personnel in a workmanlike manner consistent with or superior to good practice in the US information technology services industry. Customer’s exclusive remedy and Dell’s sole obligation for any breach of foregoing warranty shall be for Dell to re-perform the non-

conforming Professional Services at no charge or cancel the fees applicable to the non-conforming Services. All breaches of the warranty stated in this Section must be reported within thirty (30) days of the performance of the Services.

5. **Suspension of Professional Services.** Dell may suspend Professional Services if Customer purchased the Professional Services through a reseller and the reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer. If Professional Services is purchased through a reseller and the agreement between Customer and such reseller expires or is terminated prior to the end of a SOW, the terms between Customer and the reseller to which Dell is a third party beneficiary shall remain in force as between Dell and Customer.
6. **Intellectual Property.** During the course of providing Professional Services, Dell may create and provide to Customer items including, but not limited to documents, designs, computer code, know-how, and methodologies which are protected by the intellectual property law of the United States, Canada, or the location in which the Professional Services are being provided (“**IP**”). Subject to payment in full, Customer is hereby granted a perpetual, irrevocable (except for non-payment), non-transferable, non-sublicenseable license to use the IP and any pre-existing Dell intellectual property that may be provided to Customer as part of the Professional Services (“**Pre-existing Dell IP**”) for non-commercial purposes to manage its and its Affiliates’ internal business operations. Except as may otherwise be expressly stated in an SOW, Dell shall have sole and exclusive ownership of all IP, except (a) Customer shall retain all its rights in any Customer information or pre-existing intellectual property that may be contained in the IP and (b) Dell may not disclose or distribute the IP to any third party unless it first removes any such Customer information or intellectual property. Other than the license granted to Customer in this Section, Dell shall retain all rights and ownership in all Pre-existing Dell IP.
7. **Proprietary Technical Information.** The limitations of liability stated in Section 6 of the Agreement shall not apply to unpermitted disclosures of proprietary technical information disclosed by one party to the other during the course of Professional Services delivered by DSG.
8. **Entire Agreement.** This Schedule, including related Orders and attachments and the Agreement and its attachments, constitutes the entire agreement between the Parties concerning the subject matter of this Schedule. There are no representations, understandings or agreements, written or oral, relative to this Schedule that are not fully expressed herein. In entering into this Schedule, neither Party is relying upon any representations or statements of the other that are not fully expressed in this Schedule; rather each Party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this Schedule.

By their signatures below, Dell and Customer indicate their agreement to the terms and conditions set forth in this Services Schedule and the Agreement.

Dell Marketing L.P.

Customer

Signature:

Signature:

Printed Name:

Position:

Date:

Printed Name:

Position:

Date:

Vendor's Price Proposal Form




**BID #265-16 RFP IT SERVERS (REVISED)
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Dell Marketing, L.P.

| | | |
|------------------------|--|-------------------|
| Hardware | \$ | 83,168.08 |
| Software & Peripherals | \$ | 68,121.39 |
| Labor | \$ | 75,590.00 |
| Environmental Fes | \$ | 0 |
| Shipping | \$ | 0 |
| Project Total | \$ | 226,879.47 |
| Start Date: | March 1, 2016 or mutually agreed upon date | |
| Length of Project: | 6 contiguous weeks | |

Note : Attach warranty information to this form.



 Authorized Representative (Signature)

February 8, 2016

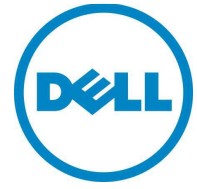
 Date

Stan Parish, Senior Proposal Manager

 Authorized Representative /Title
(Print or Type)

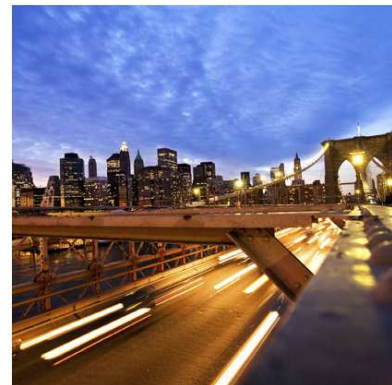
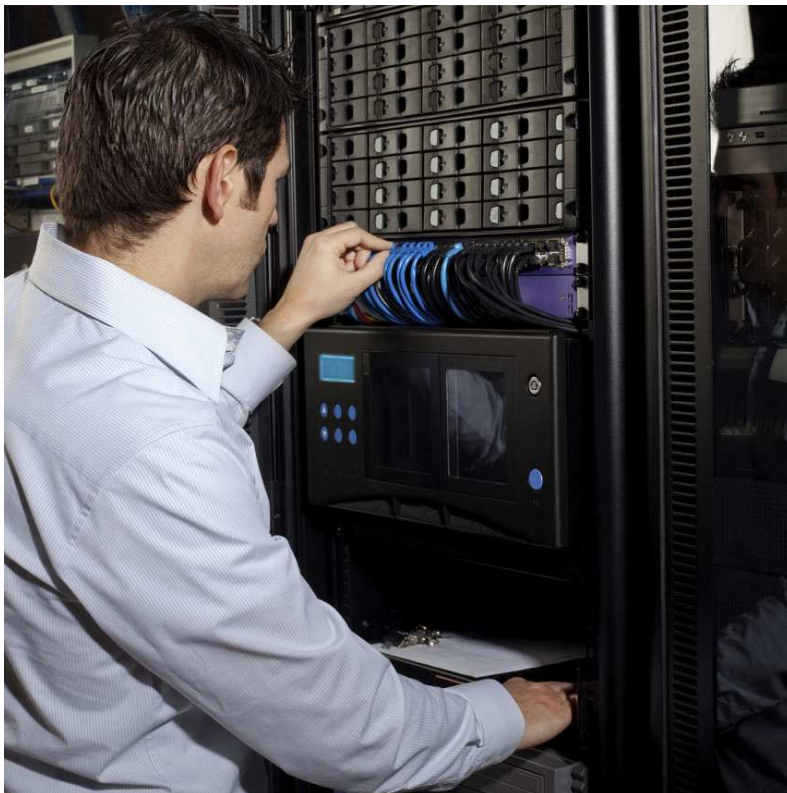
THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET





Statement of Work for Dawson County

DC Upgrade



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1 INTRODUCTION

This Statement of Work (“SOW”) sets forth the Services (as defined herein) to be performed by Dell Marketing LP (“Dell”) to Dawson County (“Customer”). The Services performed, provided under this SOW, are governed by and subject to the terms and conditions specified in: Customer’s separately signed master agreement to the extent that agreement expressly authorizes Customer to purchase the Services described herein; or in the absence of such master agreement, the Professional Services Agreement (“PSA”), which is available at www.dell.com/PSATerms and in hardcopy from Dell upon request, and, if applicable, is incorporated by reference in its entirety herein, and the parties acknowledge having read and agree to be bound by such terms (the master agreement or PSA, as applicable, the “Agreement”).

2 TERM

The term of this SOW shall begin on the date of the last signature (“Effective Date”) as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the date that Dell completes the provision of Services in accordance with this SOW; provided, however, in the event the Customer has not engaged Dell to perform such Services and three (3) months have passed since the later of the Effective Date and Dell’s completion of the last requested Service-related deliverable, Dell may terminate this SOW by providing thirty (30) days prior written notice. Further, in the event the term of this SOW extends beyond one (1) year, Dell reserves the right to revisit the pricing on each anniversary of the Effective Date.

3 SUMMARY OF SERVICE

Dell will provide the services as specifically described herein (the “Services”), which include the following:

- The infrastructure at Dawson County will be upgraded to the latest technology and versions of what is in place today including the installation of a new VMware virtualization environment, upgrade of Active Directory, upgrade and migration of Microsoft Exchange, an upgrade of VMware ESXi at the Sherriff’s office, and the decommission of the legacy servers once complete.

4 SCOPE OF SERVICE

4.1 Introduction

The objective of the Services is to review the current infrastructure, and upgrade the datacenter to the latest and greatest supported versions of virtualization, directory services, and messaging.



4.2 Detailed Description

Dell will perform the following Engineering activities during the term of this SOW:

Hardware Installation

- Install and configure new Dell servers (up to 5)
- Install and configure new storage switches (up to 2)
- Install and configure new storage for use with VMware infrastructure

VMware vSphere Installation (Primary Site)

Plan

The planning phase aligns the Customer's business and technology goals with the virtual infrastructure implementation to provide a blueprint for deployment. During the Planning phase, the consultant will work with the Customer to gather requirements for VMware Infrastructure, including server hardware, network and storage requirements for the applicable number of vCenter Server and vSphere ESXi hosts.

Deliverables for this phase include details for the following virtual infrastructure components:

- vCenter Server
- Database server (required for vCenter)
- vSphere ESXi host hardware configuration
- IP networking requirements and configuration
- Storage sizing and configuration

Each of the general requirements identified in the Planning Phase will be used to guide the technical implementation decisions made during the Design Phase.

Design

To transform the general requirements gathered during the Planning Phase, the consultant will lead a series of sessions with key stakeholders. 1:1 discussions with key members of the server, storage, networking, application and business units are necessary to fully understand the current environment, staff responsibilities, ensure the implementation conform to the Customer's naming standards, and to consider how current and planned projects may influence the design. Broader discussions will also be led by the consultant to establish design criteria, review alternatives and validate the strategy to optimize the virtual infrastructure design.

At the conclusion of the design phase, a wrap-up session will be held to discuss critical success factors, potential constraints and risks and to whiteboard to overall design and alternatives for the Customer.

Deliverables for this phase include the following:

- Design based on Customer requirements to deploy vCenter Server and ESXi hosts
- Minimum vSphere ESXi Server requirements including RAM, network cards, and storage adapters
- Recommended logical and physical network topology and data center interrelationships
- Virtual Machine distribution including clusters, raw disks, and security constraints for ESXi Servers
- Recommended logical and physical storage and size and number of shared VMFS volumes and/or raw LUNs
- vCenter design and architecture:
 - vCenter Management Server
 - vCenter Database Network Connectivity



- vCenter Datacenters and topology (vMotion domains)
- VMware HA
- VMware DRS (where applicable)
- Resource Pools
- VMware Update Manager
- vSphere ESXi server networking:
 - vSwitch configuration
 - vMotion
 - VLANs (where applicable)
 - Bonds/NIC Teams (where applicable)

Build

During the Build Phase, the consultant will upgrade one (1) vCenter Server and up to five (5) vSphere ESXi hosts to 6.x per the blueprint developed during the design phase. Leveraging the design blueprints, the consultant will configure network and storage connectivity and implement antivirus agents, backup and recovery and alert monitoring as applicable.

Deliverables for this phase include:

- Upgraded and configured VMware Infrastructure, per the blueprint developed during the design phase
- An updated base template for virtual machine deployment
- Updated Assembly and Configuration document, reflecting the Customer's specific configuration
- Backup and Recovery Testing will be conducted and validated for Dawson County's infrastructure that is housed on the VMware ESX 6.0 infrastructure

Once the Build Phase is complete, testing of each of the major components and features of the new environment must be conducted prior to deploying or migrating any production workloads into the virtual infrastructure.

Test

Once the base VMware Infrastructure is built, the test plan will be executed to validate the environment and ensure all equipment and software performs as expected. Including:

- Guest deployment from template
- vMotion
- Simulation of NIC or switch failure to test NIC failover
- VMware HA event simulation and observation of resulting actions
- DRS (where applicable)

The Test Phase must be completed successfully and any required corrections made prior to starting the Migrate phase

Manage

During the Manage phase, documentation regarding the as-built state of the virtual infrastructure will be provided. The documentation provided will cover the following topics:

- vCenter Server
- vSphere ESXi server deployment and installation, including hardware configuration, PCI peripheral layout and Bios and firmware settings
- EXT3 SAN Partitioning (If booting from SAN)



- HBA Setup (where applicable)
- VMFS Partitioning and LUN layout guidance
- Virtual NIC (vmnic) and Physical NIC (pNIC) bonding and failover/load balancing configuration

VMware vSphere Upgrade (Sherriff's Office)

Build

During the Build Phase, the consultant will upgrade one (1) vCenter Server and up to three (3) vSphere ESXi hosts to 6.x per the blueprint developed during the design phase. Leveraging the design blueprints, the consultant will configure network and storage connectivity and implements antivirus agents, backup and recovery and alert monitoring as applicable.

Deliverables for this phase include:

- Upgraded and configured VMware Infrastructure, per the blueprint developed during the design phase
- An updated base template for virtual machine deployment
- Updated Assembly and Configuration document, reflecting the Customer's specific configuration

Once the Build Phase is complete, testing of each of the major components and features of the new environment must be conducted prior to deploying or migrating any production workloads into the virtual infrastructure.

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During the Manage phase, documentation regarding the as-built state of the virtual infrastructure will be provided. The documentation provided will cover the following topics:

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- EXT3 SAN Partitioning (If booting from SAN)
- HBA Setup (where applicable)
- VMFS Partitioning and LUN layout guidance
- Virtual NIC (vmnic) and Physical NIC (pNIC) bonding and failover/load balancing configuration



Microsoft Active Directory Upgrade

Assessment

Provider will validate the AD components for production use based on design discussion.

- Active Directory
 - Validate AD Global Catalogs (where applicable)
 - Validate AD Domain Controllers (where applicable)
 - Validate AD Read-Only Domain Controller (where applicable)
- Validate and/or configure DNS servers and applicable zones
 - Verify DNS replication
 - Establish necessary DNS records (including reverse-lookup) for any systems that do not dynamically register
- DHCP
 - Validate current DHCP infrastructure
 - Validate DHCP options per best practices

Implementation

Provider will lead and assist with the implementation of infrastructure services necessary for the client migration.

- Install and configure up to three (3) Active Directory Domain Controllers on Windows Server 2012 R2
- Decommission legacy Windows domain controllers
- Upgrade domain and functional level to a minimum of Windows Server 2012 R2
- Configuration of Sites and Services
- Configuration of AD DNS

Microsoft Exchange Upgrade (2013/2016)

Assessment

- Review the existing Exchange environment
 - Analyze the organization, server, and information store configurations and policies
 - Review Mailbox Database(s) and Placement, Logs, and Quotas
 - Analyze the Exchange Cluster and any specific cluster dependencies for migration
 - Analyze the current message routing
 - Review the performance of the existing Exchange environment and note any current issues
 - Analyze current client access methods and network security of the Exchange environment
 - Analyze 3rd party integrations into the Exchange environment including Blackberry Enterprise Server, Faxing, Anti-Virus/Anti-Spam, and archiving solutions (as applicable)
- Review the existing Exchange Backup and Disaster Recovery plans and capabilities (if applicable)
- Review the existing storage and networking environments as it pertains to Exchange
- Review the existing virtualization infrastructure as it pertains to Exchange
- Review the current Active Directory environment as it relates to Exchange functionality
- Review existing automated calendars and mailboxes
- Review RSA two-factor integration with OWA



Design

- Conduct interviews with the appropriate staff to discuss aspects of the Exchange design
 - Disaster Recovery requirements
 - Available bandwidth between the secondary DR site
 - Archiving requirements
 - Mailbox sizing requirements
 - Message routing requirements
 - Client Access requirements
 - Network Access and Security requirements
 - IronPort integration
- Review any necessary modifications to the Active Directory environment
 - Forest and Domain functional levels
 - Active Directory Sites and Site Links
 - Domain controller placement
 - Global Catalog placement
 - DNS name resolution
 - Service Accounts required
- Review the SMTP name space design
 - Document TLS encryption (if required)
- Review the Server Design including recommendations for server virtualization:
 - Hub Transport Role Servers
 - Mailbox Role Servers
 - Client Access Role Servers
 - Database Access Groups
 - Edge Transport Role Servers (if necessary)
- Review the public folder design and replication
- Review the message routing design
- Review the client access methods design:
 - Internal Access methods
 - > Full Outlook Clients and versions
 - > Client upgrade requirements
 - > Outlook Web Access
 - Remote Access methods:
 - > Outlook Web Access
 - > ActiveSync
 - > Outlook Anywhere (RPC over HTTPS)
 - > Blackberry Support
- Review the Implementation Plan/Migration Plan for Exchange 2013 with IT staff
- Decommission legacy Exchange servers once complete



Upgrade

- Verify system requirements
- Confirm prerequisite steps are done
- Configure disjoint namespace (if needed)
- Select an offline address book for all Exchange mailbox databases
- Configure Exchange-related virtual directories (if needed)
- Add digital certificates on the Client Access server
- Move arbitration mailbox
- Configure Unified Messaging (if needed)
- Configure legacy Edge Transport server
- Enable and configure Outlook Anywhere
- Configure service connection point
- Configure DNS records
- Move mailboxes to Exchange 2013
- Move public folder data to Exchange 2013

4.3 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

- 1) During the term of this SOW, Customer is responsible for promptly notifying Dell in writing of a) any changes Customer makes to its information technology environment that may impact Dell's delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
- 2) Customer will maintain a backup of all data and programs on affected systems prior to Dell performing the Services and during the term of the SOW. Dell will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- 3) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.
- 4) Customer agrees to make available suitable resources, space, personnel, documentation, and systems.
- 5) Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
- 6) Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
- 7) Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.
- 8) Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.



- 9) Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
- 10) Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- 11) Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
- 12) Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
- 13) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
- 14) Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
- 15) Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing, during the installation process, Technician will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Technician under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.

4.4 Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.
- 2) Customer has all licenses, or will purchase as part of this project, for Microsoft Windows 2012 Servers, Microsoft Exchange, VMware vCenter and ESXi
- 3) During the design/planning phase, either Microsoft Exchange 2013 or 2016 may be chosen based on current infrastructure and application requirements and dependencies.
- 4) Customer does not have any application or infrastructure dependencies for Windows 2003
- 5) Work performed as part of the cutover or migration work for this project will not be subject to after-hours or weekend charges extending beyond the normal operating hours labor rate agreed upon by all parties.

4.5 Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) Any Dell training or certification services not specifically described in this SOW.
- 3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.



Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

4.6 Schedule / Timeline / Milestones

Dell anticipates the Services will span an estimated period of 6 contiguous business weeks.

The table below is an estimate of the general project duration by phase and is intended for planning purposes only. The actual schedule may change as the project progresses.

| Phase | Estimated Duration | Onsite/Offsite |
|-------------|--------------------|------------------|
| Engineering | 30 Days | Onsite / Offsite |
| PM | 6 Days | Offsite |
| Architect | 5 Days | Onsite / Offsite |

Once this Service has been scheduled, any changes to the schedule must occur at least 8 business days prior to the scheduled date. If Customer reschedules this service within 7 business days of the scheduled date, this may necessitate invoking the Change Control Process to determine the impact, if any, and any related price adjustments.

4.7 Service Hours

Dell intends to provide the Services during the scheduled hours stated below (the “Service Hours”).

This Service will be performed during normal business hours typically 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell and Customer.

4.8 Deliverables

The following is a list of tangible material provided as part of the Service performed by Dell for Customer under this SOW.

- 1) Active Directory As Built
- 2) VMware Design Workbook
- 3) Exchange As Built

4.9 Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services.

5 PRICING

This section describes the methodology for determining invoice amounts (the “Charges”) for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.



Charges shall be as follows:

5.1 Purchase Order Amount

Except as otherwise provided below, the Total amount to be noted on the Purchase Order provided to Dell for this SOW is: **USD \$75,590**. If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

5.1.1 One-Time Charge Following Customer Signature

Dell will invoice Customer upon Customer signature of the SOW the following One-Time Charge:

One-Time Charge: **USD \$75,590**

5.1.2 Expenses

Expenses are included in the Charges under this SOW. Unless the Scope changes, pursuant to the Change Management Process, Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable and necessary travel and living expense.

5.2 Pricing Clauses:

- 1) Pricing - The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date (“Initial Delivery Date”) of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 2) The price for the Service is based on Customer’s environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
- 3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
- 4) Taxes - All prices are in USD and are exclusive of all applicable taxes

6 CHANGE MANAGEMENT PROCESS

The Change Management Process (“Change Management Process”) is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW, then, if required, a subsequent Contract Modification.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at www.dell.com/servicecontracts/RFC



The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

7 OTHER PROVISIONS

- 1) Dell may use affiliates and subcontractors to perform Services.
- 2) Dell may perform all or part of the Services off-site at a Dell or other location.
- 3) Services may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of Services.
- 4) Customer acknowledges that Dell will request Customer's participation in a Customer feedback survey. Additionally, Dell may approach Customer to serve as reference regarding Dell's performance of the Services. If Customer agrees to be a reference, Customer and Dell will agree in writing to the terms of such reference. The Infrastructure Consulting References Program has been developed to facilitate the confidential conversations between Dell customers and prospective accounts.
 - a) Customers are invited to join the program at the conclusion of their project for a period of one year.
 - b) We will only share your contact information to a potential customer who is interested in contacting you for a discussion on your previous experiences.
 - c) We limit usage of your reference to no more than once/month.
 - d) We will not publish your name, organization, or any customer identifiable details based on participation in this program.
- 5) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW; second, the Agreement; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.

8 GENERAL

Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (4) modifications to Customer's network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.



9 SIGNATURES

Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives.

Dawson County

Dell Marketing LP

By:

By:

Printed:

Printed:

Title:

Title:

Date:

Date:

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a Customer's purchase order that references this SOW. Upon receipt and acceptance of the Customer's purchase order, a Dell Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on Customer's purchase order shall be void and have no effect on this SOW.

Please fax a copy of your purchase order and this signed SOW (with all pages in full) to
Fax: 512-283-7899, Attention: Intake Manager, RE: 11863581.
The purchase order amount should include estimated expenses, if they are billable.



Contact Summary

| | |
|--|--|
| Customer | Dawson County Customer Number: Contact Name: Davida Simpson Phone: (706) 344-3501 Email: dsimpson@dawsoncounty.org |
| Initial Delivery Date | 4/21/2015 |
| Document Author | Name: Hector Moreno Title: Solution Architect Organization: Dell Global Solution Design Center Phone: 972-577-7000 x332 3662 Email: hector_moreno@Dell.com |
| Customer Billing Contact | Name: Davida Simpson Address: 25 Justice Way, Dawsonville, GA Phone number: (706) 344-3501 |
| Dell Segment Contact | Name: Stacye Harris Phone: 723-4931 Email: stacye_harris@dell.com |
| Locations where work will be performed | 25 Justice Way Dawsonville, GA |
| Dell Opportunity Number | 11863581 |
| RFS Number/Code # | RFS-2016-02472 |



Backup material for agenda item:

1. Consideration of Request for additional funds to cover Juvenile Court court reporter expenses



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Juvenile Court

Presenter: Chief Judge Lindsay H. Burton

Submitted By: Chief Judge Lindsay H. Burton

Date Submitted: April, 2016

Item of Business/Agenda Title: _____

Attach an Executive Summary fully describing all elements of the item of business. X (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR X Commission Action Needed.

Is there a deadline on this item? If so, Explain: _____

Purpose of Request: Additional funds are need for court reporter expenses

Department Recommendation: _____

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

X No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

X Yes Explanation/ Additional Information: _____

No

Amount Requested: _____ Amount Budgeted: \$200

Fund Name and Account Number: Technical – Court Reporter 100-00-2600-521303-00

Administration Staff Authorization

Dept. Head Authorization: *Lindsay H. Burton* Date: 4-19-16

Finance Dept. Authorization: _____ Date: _____

County Manager Authorization: _____ Work Session Date: _____

Comments: _____

Attachments: Executive Summary



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Juvenile Court's Request for Additional Funds for Court Reporters

DATE: () RECOMMENDATION
() POLICY DISCUSSION
BUDGET INFORMATION: () STATUS REPORT
ANNUAL- () OTHER
CAPITAL-

COMMISSION ACTION REQUESTED ON:

PURPOSE: Juvenile Court is requesting additional funds in the amount of \$5045.40 to cover expenses for court reporters.

HISTORY: There have not been a large number of termination of parental rights cases filed over the last five years in Dawson County Juvenile Court. A budget of two to four hundred dollars has historically been adequate because of the number of petitions filed and lack of appellate filings. However, there has been an increase over the last 12 months in petitions to terminate parental rights, and that will increase the budget needed for court reporters. Any appeal greatly increases the need for additional funds because a transcript is required to be prepared.

FACTS AND ISSUES: O.C.G.A. §15-11-17 (c) states: "Proceedings shall be recorded by stenographic notes or by electronic, mechanical, or other appropriate means capable of accurately capturing a full and complete record of all words spoken during the proceedings." Juvenile Court complies with this code section by using a recording system (a cost of less than \$700 per year) in lieu of a full or part time court reporter. However, when the Court anticipates an issue may be appealed (most often in a termination of parental rights case), the Court schedules a court reporter to take down the hearing. The cost of a court reporter is set by the AOC at \$190.08 per 8 hour day. This ONLY includes the take down and does not include any transcript preparation. Due to a number of highly contested matters expected this year, a budget of \$200 is not adequate. The expected cost for take down likely be \$1,400 (and could be more given the fact we are not at the mid-year point of our budget). Last year, a three day termination case was appealed, which requires the Court to produce a transcript. The invoice for the transcript is \$3645.40, and therefore, Juvenile Court needs additional funds to pay for that invoice.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT:

Prepared by: Chief Judge Lindsay H. Burton



Director _____

Backup material for agenda item:

2. Consideration of Department of Family and Children Services Budget Amendment Request



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Department of Family and Children Services
(DFACS)

Presenter: Scott Wilbanks, Director

Submitted By: Scott Wilbanks

Date Submitted: 04-18-16

Item of Business/Agenda Title: Budget Amendment

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Yes, calendar (fiscal) year budget issue

Purpose of Request: Budget amendment

Department Recommendation: _____

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Current budget for DFACS is \$17,161. Requesting additional \$4,000 for one-half the budget year to fund supplements to four recently filled state--paid positions. Funds would come from General Fund Contingencies and be transferred to the DFACS budget.

No

Amount Requested: \$4,000

Amount Budgeted: \$41,725 (General Fund Contingencies - Budget Remaining)

Fund Name and Account Number: 100-00-1500-579000-000 General Fund Contingencies

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Natalie Johnson Date: 4/20/2016

County Manager Authorization: Randall Dowling Work Session Date: 4-26-16

Attachments: Bulleted Executive Summary:

Dr. Scott Wilbanks assumed responsibility as Director for Dawson County Division of Family and Children Services as of August 01, 2015.

The original budget request prepared for this year was prepared by a prior Director (Ms. Holly Campolong).

Since assuming responsibility for Dawson County Division of Family and Children Services, Dr. Wilbanks has increased the staffing level by four additional positions.

Dr. Wilbanks has increased the Office of Family Independence staff by one position and has increased the Child Welfare staff by three positions.

As a result of this staff increase, the expense of the county supplement has increased.

Dawson County Division of Family and Children Services is requesting a budget amendment of \$4,000 to cover the expense of the supplements associated with these additional positions.

It is of importance to note that the Dawson County Family and Children Services budget is paid on a reimbursement basis, so if the expense is in any way less than that requested, the County will not have to expend the funds.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Department of Family & Children Services (DFACS) Budget Amendment

DATE: 4-18-16

RECOMMENDATION
 POLICY DISCUSSION
 STATUS REPORT
 OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: 5/5/2016

PURPOSE: to cover the expense for one-half budget year related to a 5% county supplement to be paid to four vacant state-paid positions that have been recently filled to meet the service needs of the community.

HISTORY: Reports of child abuse and the number of children in foster care have increased in Dawson Co. The DFACS Director has advocated for and filled four vacant positions recently to meet the increased workload.

FACTS AND ISSUES: The existing county budget was prepared based on the number of DFACS staff positions filled at the time of budget preparation. Since that time, to ensure the needs of the community are met, the current Director has advocated for and filled four vacant state-paid positions recently (all 100% state paid positions). Dawson Co. DFCS is requesting an amendment to the staff supplement line item to reflect a 5% supplement to be paid to those recently filled positions. It is worthy of note that this line item (as is the budget entirety) is a reimbursement line expense.

OPTIONS: A) Amend budget to provide equity to all positions within DFACS.
B) To not amend the budget and not provide supplements to the new employees

RECOMMENDED SAMPLE MOTION: to increase the budget for Dawson Co. Department of Family and Children Services by \$4,000 this calendar/budget year to fully meet the additional expense of a county 5% supplement in response to newly filled positions and to review the full year cost for the next fiscal year at the appropriate time.

DEPARTMENT:

Prepared by: ____ Scott Wilbanks, Ed.D. _____

Director _Dawson Family and Children Services _____

Randy Dowling

From: Wilbanks, Ronald S.
Sent: Friday, April 22, 2016 8:14 AM
To: Randy Dowling
Cc: Natalie Johnson
Subject: RE: Dawson County Request

Mr. Dowling,

Thank you for your questions.

I apologize for the delay in my response as I have been in out of town meetings. I will try to be thorough, so I apologize if I am too wordy.

- 1) The money requested is to provide the 5% county supplement to the base salaries of full time employees of Dawson County Family and Children Services. The titles vary slightly but they are fall under the category of Social Services Case Managers – they provide either Investigation services, foster care services or Family Independence Services to children and families in Dawson County.

Likewise, the salaries vary slightly based on education and experience – example a new college graduate without experience or an internship with us would come in @ \$28,000, while the same graduate with experience would come in @ \$30,000.

It is safer to use the \$30,000 as an estimate of need. Since the county provides the dollars on a reimbursement basis, if the salaries are lower, then the county is not “billed” for the difference.

The four positions total approximately \$120,000 combined salary (\$30,000 each). 5% of \$120,000 = \$6,000. Since there is approximately ½ of the fiscal (calendar) year left I estimated the need can be met with slightly less (the \$4,000 request).

I was not serving in Dawson at the time, but it appears the original budget request was made and approved on filled positions and did not account for vacant or needed positions.
- 2) As a matter of background – I was appointed to provide County Director leadership to Dawson County Family and Children Services in August of 2015 (I also serve in the same role for Lumpkin and White County). The request was to provide stable and consistent coverage and leadership to the county as it has historically been served by the Hall County Director and did not always get the full support and attention it needed.

Again as an example of this – the Supervisor for the office and the case managers regularly got pulled into Hall County to cover their workload. Partially as a result of this there was a high staff turnover rate. Since assuming leadership I have committed Dawson County staff to serving Dawson County families. Where we had ½ of a supervisor, we now have a full time supervisor and where we had 1 case manager, we now have 4.

The foster care case load has increased since August 2015 from 13 children in our custody to 22 children in our custody as of this date. The investigation caseload increased approximately 50% during this time as well. These increases are a result of public awareness, increased partnership with the school system, the community (i.e. Sheriff's office, Family Connections) and increased responsiveness. I am confident that a polling of our partners would support this.
- 3) The 5% supplement is provided as a written agreement between Dawson County and the State. I cannot apprise of what the legal consequence is of not abiding to the agreement however I cannot see equity in providing a supplement for some employees and not others. Again as background, only employees who provide full-time services to Dawson Co. receive the supplement – as example, I do not receive the supplement since I also serve other counties. The supplement is an incentive to attract and retain talented and skilled employees in a

competitive job market. Forsyth County has traditionally provided a 9% supplement and I believe recently increased this to 10%.
The supplement to county employees is not unusual as teacher similarly receive county supplements to their base salary.
If I had been involved when this budget was initially developed I would have requested an initial amount to support the workforce if fully staffed to include vacant positions that were planned to be filled.

Please let me know if you need additional supporting information.
Our offices are closed for a State Holiday on Monday but I am available by cell

Thank you for your consideration.

Regards,

Scott

Scott Wilbanks, Ed.D.

Dawson, Lumpkin, White County Family & Children Services
706.864.1987

From: Randy Dowling [mailto:rdowling@dawsoncounty.org]
Sent: Wednesday, April 20, 2016 11:56 AM
To: Wilbanks, Ronald S.
Cc: Natalie Johnson <njohnson@dawsoncounty.org>
Subject: Dawson County Request

Mr. Wilbanks, I received you agenda request. I, however need more information.

- 1) How will the \$4,000 be distributed? I need position titles and amounts.
- 2) How much has your office workload increased such as # of child abuse cases and # of foster care cases, and any other increased statistic.
- 3) The consequences of the Board not approving this request.

Thank you. RD

Randall Dowling

Dawson County Manager
Dawson County Board of Commissioners
25 Justice Way, Suite 2236
Dawsonville, GA 30534
706-344-3501 x 42235
rdowling@dawsoncounty.org
www.dawsoncounty.org

| <u>ACCOUNT NUMBER/DESCRIPTION</u> | 2013 | | 2014 | | 2015 | | 2016 | |
|---|--------|--------|--------|--------|--------|--------|--------|--------|
| | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL |
| 100-00-5440-572001-000 PAY OTHR AGENCY- DFACS | 65,123 | 59,504 | 64,503 | 13,371 | 17,161 | 13,462 | 17,161 | - |

Backup material for agenda item:

3. Consideration of Invitation for Bid – Shoal Creek Parcel to Grow Crops

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing

Presenter: Purchasing Director Davida Simpson

Submitted By: Purchasing Director Davida Simpson

Date Submitted: April 22, 2016

Item of Business/Agenda Title: Presentation of Invitation for Bid – Shoal Creek Parcel to Grow Crops

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: July 20, 2016 is the 90 deadline for BOC to take action

Purpose of Request: Execute an annual contract with a bidder for the purpose of growing crops on a five (5) acre parcel on Shoal Creek Road, Dawsonville, GA that is owned by Dawson County.

Department Recommendation: Approve contract as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: Contract to be executed. Standard contract was written by County Attorney but not specifically reviewed in this instance. Only changes to contract were the insertion of vendor and bid information.

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: County expects to receive \$200 per year for this contract.

No

Amount Requested: _____ Amount Budgeted: _____

Fund Name and Account Number: _____

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Natalie Johnson Date: _____

County Manager Authorization: Randall Dowling Work Session Date: 4-26-16

Comments: Bid documents can be found at www.dawsoncounty.org > Bids & RFPs> Under Evaluation, Exhibit A is the RFP, Exhibit B is the price proposal. Contract and map are attached.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Invitation for Bid – Shoal Creek Parcel to Grow Crops

DATE: April 22, 2016

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: May 5, 2016

PURPOSE: Execute a contract with a bidder for the purpose of growing crops on a parcel on Shoal Creek Road, Dawsonville, GA.

HISTORY: The five (5) acre parcel owned by Dawson County. This is the first time this commodity has been formally solicited. See attached map.

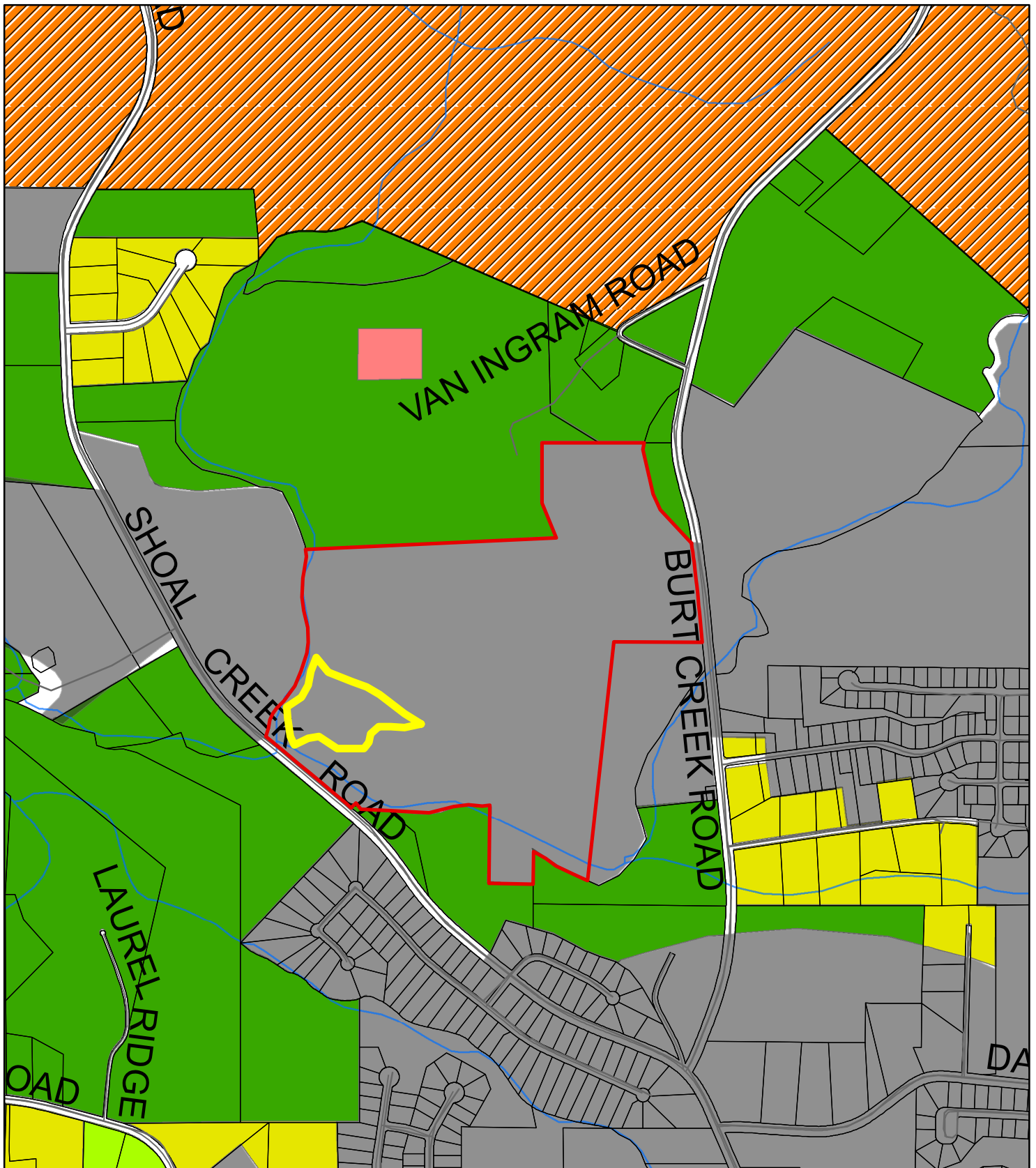
FACTS AND ISSUES: Both vendors are known residents of Dawson County who seek the use of the land for the purposes of growing crops (corn). The Wallace brothers offered the highest bid for the use of the land. Contract to be renewed on an annual basis for a term to be determined by the Board of Commissioners.

OPTIONS: Approve as submitted.

RECOMMENDED SAMPLE MOTION: Staff respectfully requests the Board to award the Invitation to Bid – Shoal Creek Parcel to Grow Crops to the Wallace brothers for the purpose of growing corn to the price of \$200/year and approve the contracts as submitted.

DEPARTMENT:
Prepared by: David Simpson, Purchasing Director

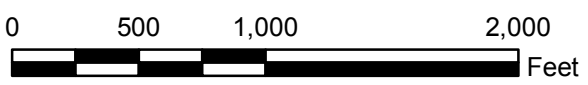
Director ____

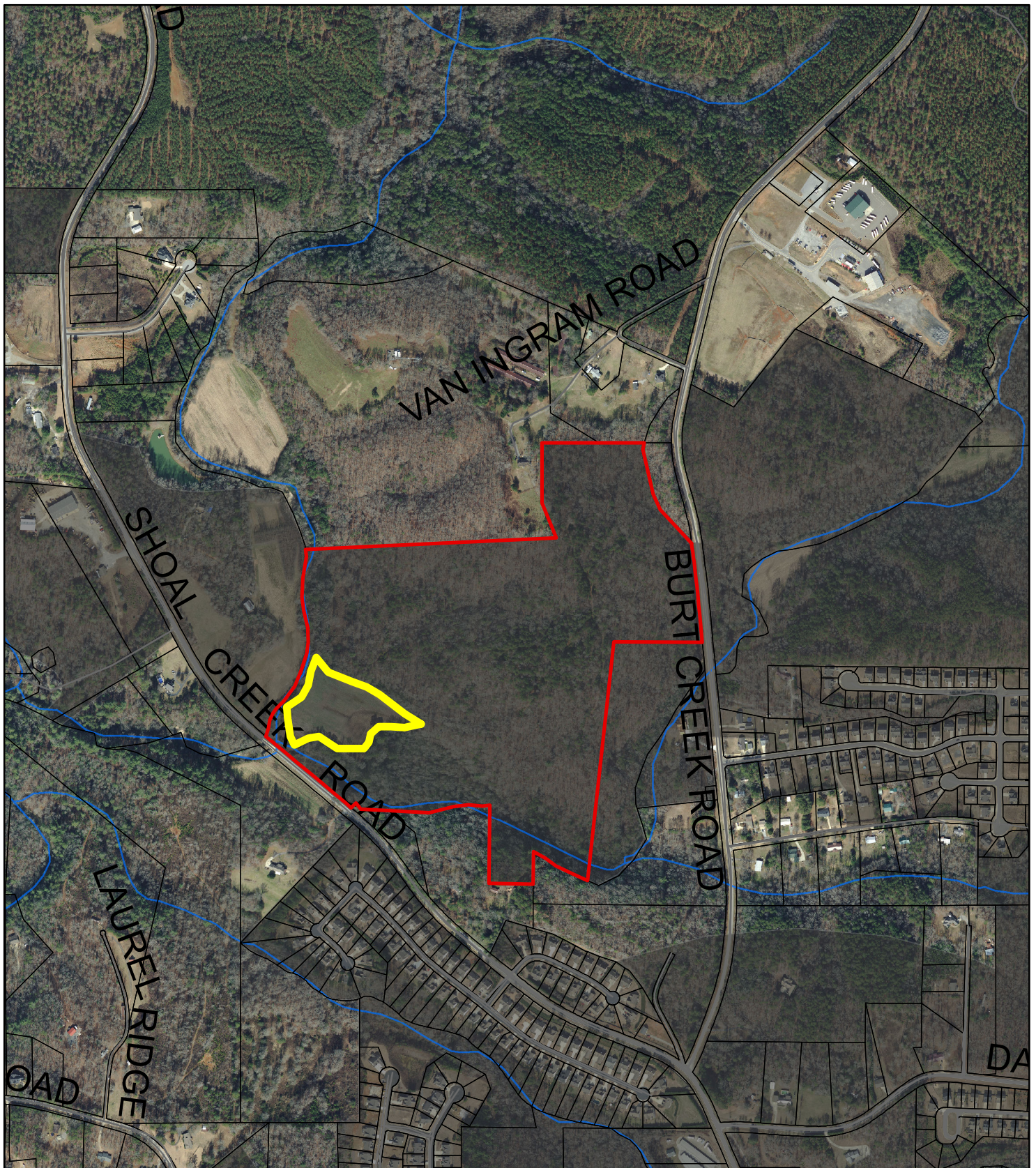


Legend

| | | | |
|------------------|---------------------|-------|-------|
| County RD | Zoning | RMF | C-01 |
| State Hwy | ZONING_CLASS | RMHP | C-CB |
| US Hwy | Historic District | RT | C-HB |
| Road Centerline | MIXED USE VILLAGE | RS | C-IR |
| Parcel | RA | RRE | C-PCD |
| CountyLine | RPC | RSRMM | C-RB |
| Rivers & Streams | RSR | VC | C-TB |
| Dawsonville | RL | VCR | CT |

**County Parcel highlighted Red
Field Approx (5) Acres highlighted
Yellow**

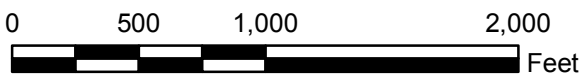




**County Parcel highlighted Red
Field Approx (5) Acres highlighted
Yellow**



- Legend**
- County RD
 - State Hwy
 - US Hwy
 - Road Centerline
 - ▭ Parcel
 - ▭ CountyLine
 - Rivers & Streams
 - ▭ Dawsonville



84

Parcel within City Limits

ANNUAL CONTRACT AND AGREEMENT

| | |
|-----------------------------|---|
| Contract Start Date: | May 6, 2016 |
| Contract End Date: | December 31, 2016 |
| Contract Name: | Shoal Creek Parcel to Grow Crops |
| Vendor Name: | Mike & Milan Wallace |
| Address: | 2804 Highway 53 East Dawsonville, GA 30534 |
| Telephone No.: | 706-974-7720 |
| Contact Person: | Milan Wallace |
| Payment Terms: | Net 30 days |

This Agreement is hereby made and entered into this 5th day of May, 2016, by and between Dawson County, Georgia (hereinafter referenced as “County”) and Milan Wallace, (hereinafter referenced as “Contractor”).

The Request for Qualifications received pursuant to Dawson County Project No. **#Invitation for Bid - Shoal Creek Parcel to Grow Crops** and addenda issued for the Request for Qualifications referenced herein, and the Contractor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. **Scope of Services**

Contractor shall furnish the services in accord with: the Request for Qualifications and the addenda issued for the Request for Qualifications set forth within “Exhibit A” that is hereto incorporated herein by reference. Such services shall be performed by employees or agents of the Contractor and not by employees of the County. If the services are to be provided or performed upon property owned or controlled by the County, then the Contractor’s employees shall abide by all rules established by the County.

2. **Term of Agreement**

This Agreement shall commence on the 6th day of May, 2016 and shall terminate on December 31, 2016 with _____(_____), one (1) calendar year renewals permitted if both parties agree. The Contractor shall provide the County with a minimum of ninety (90) days’ notice of any price increase requests however, that any price increase shall not exceed three percent (3%) of the contract price for the term being renewed for any renewal term. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days’ notice of the intent not to renew the terms thereof.

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.

3. **Multi-Year Contract**

This Contract and Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing 30 days' notice of the intent not to renew the terms hereof.

The total obligation of the County for the calendar year of execution shall be in accordance with services rendered based on the rates provided under the Bidder's Financial Response Form ("Exhibit B") in response to the Request for Qualifications #Invitation for Bid - Shoal Creek Parcel to Grow Crops. The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be as in accordance with services rendered based on the rates provided under the Vendor's Financial Response Form ("Exhibit B") in response to the Request for Qualifications #Invitation for Bid - Shoal Creek Parcel to Grow Crops. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the County.

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.

4. **Payment**

Compensation to the Contractor shall be as set forth in the Request for Qualifications, any addenda issued for the Invitation for Bids, and the Contractor's Bid and shall constitute payment in full for work completed.

5. **Invoices**

All invoices from the Contractor shall include the purchase order number, a location description and an outline of work completed. The Contractor represents to the County that the Contractor is experienced and properly qualified to perform the functions to be performed by the Contractor in accord with the terms hereof and that the Contractor is properly equipped, organized and financially able to perform such functions. The Contractor shall operate as an independent contractor and not as an agent of the County, and neither the Contractor nor any of the Contractor's employees, servants, agents or subcontractors shall be deemed a partner, employee, servant or agent of the County. Neither party hereto shall have authority to bind the other party in respect.

The Contractor shall not assign, transfer, nor convey the terms of this Contract or any party hereof without written consent of the County.

6. **Indemnification/Limitation of Liability**

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. The Contractor shall provide the County with a Certificate of Liability Insurance in an amount of not less than \$ 1,000,000.00 per occurrence to protect the Contractor. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Contractor and shall not be cancelled or materially reduced without thirty (30) days prior notice to the County and approval by the County.

7. Performance Standards

The Contractor shall exercise care, skill and diligence commonly possessed and exercised by reasonably skillful and prudent persons who perform these services when performing obligations in accord with the terms of this Contract. The Contractor's performance will be evaluated monthly. If the terms hereof are not being satisfied as determined by the County, then the County shall notify the Contractor in writing of deficiencies, and the Contractor shall provide a written response detailing how any deficiencies shall be cured within thirty (30) days. If the deficiencies noted by the County are not properly corrected, then Dawson County may cancel this Agreement with no additional obligation owed to the Contractor.

8. Change Order

Any change order shall mean a written order to the Contractor executed by the County issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order.

9. Confidential Information

While performing services for the County, 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 County's documents or materials and to not disclose any confidential information to any persons other than County personnel, unless written authorization from the County is provided.

All documents and materials prepared pursuant to the Bid and this Contract shall be the property of Dawson County. The County 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.

10. Litigation and Arbitration

The County 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, et seq., the Georgia Arbitration Code. Venue for any litigation arising from this Contract 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 and eighty (180) days after such claim, dispute or other matter.

11. Notices

Any notice required in accord with the terms hereof shall be delivered via certified mail or commercial delivery service as follows:

County:

Contractor:

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

Mike & Milan Wallace
ATTN: Milan Wallace
2804 Highway 53 East
Dawsonville, GA 30534

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

To: David Simpson, Purchasing Director

My name is M. Len Wallace and my brother is Mike Wallace. We want to place a bid of \$20000 for the use of land on Shoal Creek Road. We are wanting to plant field and Sweet Corn on the property.

We have been planting on the field for the last 3 years. Our dad planted corn on the property for the last 20 years before that.

We have kept the field clear of fallen trees and picked up trash that other people have left.

When the corn comes in, we harvest by hand. The corn we don't pick by hand, we leave in the field until it dries, then we harvest it with a one roll picker. It takes a couple of months for the corn to dry enough to pick.

The only road work or construction that we would do would be to pull the sand out of the road, so we would get into the field. When there is heavy rain the creek rises and fills the road entrance with sand. Sometimes it gets 3 to 4 feet high. We use our tractor with a scrape blade to pull the sand out.

Thanks

Marian Wallace



2804 Hwy 53 E

Dawsonville, GA 30534

706-974-7120 (cell)

706-265-8845 (home)

To Whom It May Concern:

April 20, 2016

I am interested in leasing the property on located on Shoal Creek Road For the propose of growing corn for livestock feed . I am Proposing a bid of \$100 For the 2016-2017 year. I am currently a resident of Dawson County.

Rodney A. Castleberry
713 Old Henry Grady Rd.
Dawsonville, GA 30534

Phone-678-382-7687

Backup material for agenda item:

4. Consideration of Bid #271-16 RFP Ambulances for DCES

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of DCES

Presenter: David Simpson

Submitted By: Purchasing Director David Simpson

Date Submitted: April 19, 2016

Item of Business/Agenda Title: Presentation of Bid #271-16 RFP Ambulances for DCES

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: May 17, 2016 is the 60 deadline for BOC to take action (Bonds = 60 days)

Purpose of Request: Purchase of three (3) replacement ambulances for DCES use.

Department Recommendation: Approve as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: No contract; straight purchase.

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Two (2) ambulances will be ordered in May 2016, delivered in May 2017; one (1) ambulance will be ordered in Nov 2016, delivered in Nov 2017. Vehicle will be current model at time of order. Other equipment (stair chair (1) \$3,845.00, chest compression devices (2) \$31,480.00) will be purchased later in accordance with policy (bid and/or quotes). All purchases will be capitalized together but will stem from multiple sources as a cost-savings.

Amount Requested: \$640,448.00 for all 3 ambulances to Peach State Ambulance

Amount Budgeted: \$750,000.00

Total Capital Expense at end of project: \$740,297.97 includes previously approved cardiac monitors of \$64,524.97 (under budget by \$9,702.03)

Fund Name and Account Number: SPLOST VI

Administration Staff Authorization

Dept. Head Authorization: Lanier Swafford, Chief

Date: 04/18/2016

Finance Dept. Authorization: Natalie Johnson, Accounting & Budget Manager

Date: 04/25/2016

County Manager Authorization: Randall Dowling

Work Session Date: 04/26/2016

Comments: Bid documents can be found at www.dawsoncounty.org > Bids & RFPs> Under Evaluation, Exhibit A is the RFP,

Exhibit B is pricing.

Ambulances for DCEs Bid #271-16 RFP

WORK SESSION APRIL 26, 2016



Background

- ▶ Dawson County Emergency Services owns and operates 5 ambulances
- ▶ Current fleet is aging and needs repair or replacement
 - ▶ 3 of the 5 ambulances are nearing or exceeds 200,000 miles, 1 of those bodies is 25 years old
 - ▶ Med 3: 1999, VIN: 8465, Mileage: 182,687, Hours: 256.3 (hour meter inoperable);
 - ▶ Med 7: 2005, VIN : 1535, Mileage: 170,860, Hours: 8,151.7; and
 - ▶ Med 6: 2007, VIN : 6040, Mileage: 218,516, Hours: 8,999
 - ▶ Maintenance costs continue to rise
- ▶ SPLOST VI approve purchases
- ▶ Anticipated budget \$750,000
 - ▶ 2 of 3 cardiac monitors were removed from this bid and were bid earlier in FY2016
 - ▶ Total cost was \$64,524.97 for two cardiac monitors (with trade-in)

List of Items Bid

- ▶ (3) Ambulances
 - ▶ Dodge chassis
 - ▶ 56" Box
 - ▶ 2 Ordered immediately
 - ▶ 1 Ordered at later date (contingent on SPLOST VI collections)
- ▶ Options:
 - ▶ On-Spot tire chains



Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **Mandatory pre-proposal meeting: March 4, 2016**
- ▶ **2 bids received**

Evaluation Committee

- ▶ Lanier Swafford, Chief
- ▶ Ricky Rexroat, Deputy Chief
- ▶ Bill Tanner, Quartermaster
- ▶ Davida Simpson, Purchasing Director (facilitator)

Note: Fleet Administrator approved specifications

Evaluations

| Company | Points Allowed | Peach State Ambulance | Ten-8 Ambulance |
|---|----------------|-----------------------|-----------------|
| Approach to Scope of Work: Completeness of the Proposal, Manufacturing and Delivery Schedule, Contractor's Design and Engineering Reliability Factors, Contractor's maintainability considerations and recommendations, i.e. Bidder's logistical and service support | 45 | 41.3 | 33.3 |
| Company Experience and Qualifications of Staff | 10 | 6.3 | 9.0 |
| Vendor's Price Proposal and Warranty | 20 | 10.7 | 10.7 |
| Work with similar public entities (References) | 15 | 15.0 | 15.0 |
| Financial Stability and Ratings | 10 | 10.0 | 10.0 |
| TOTAL 100 POINTS | 100 | 83.33 | 78.0 |

Pricing

| Company | Pricing for #1 & #2 | Pricing for #3 | Total Options (total) | Add On (total) | Total |
|------------------------------|--------------------------------------|----------------|-----------------------|----------------|--------------|
| Peach State Ambulance | \$207,624.00 each or \$415,248.00 | \$210,950.00 | \$8,250.00 | \$6,000.000 | \$640,448.00 |
| Ten-8 Fire | \$219,652.00 each or \$439,304.00 | \$228,438.00 | \$10,245.00 | \$0.00 | \$677,987.00 |

Pricing: Ambulance #3 is priced higher because vendors cannot anticipate costs in future years. It's industry standard to have either a percentage markup or a straight price for this in order to protect vendors and to ensure zero change orders later on when pricing increases. Price will remain the same if market price increases. Vehicle will be current model at time of order.

Options: Dawson County will bid out the original options separately to save money with the exception of the On Spot brand rear automatic tire chains for each unit.

Add On: Peach State ambulance is a 53" box. In order to get the 56" box, an add on price of \$2,000 for each unit. Ten-8's standard is a 56" box. Refer to Peach State Exceptions List

Funding Process

| Phase 1 - 2 Ambulances | | Phase 2A - 1 Ambulance | | Phase 2B - All Other Equipment | |
|---|---------------------|-----------------------------|---------------------|--------------------------------|---------------------|
| Ambulances x2 | \$ 415,248.00 | Ambulance x1 | \$ 210,950.00 | Stair Chair x1 | \$ 3,845.00 |
| On-spot tire chains x2 | \$ 5,500.00 | On-spot tire chains x1 | \$ 2,750.00 | Chest Compression x2 | \$ 31,480.00 |
| 56" box x2 | \$ 4,000.00 | 56" box x1 | \$ 2,000.00 | | |
| Peach State - Total \$ | 424,748.00 | Peach State - Total | \$215,700.00 | Other Bids - Total \$ | 35,325.00 |
| Cardiac Monitors already purchasing in 2016 | \$64,524.97 | - | - | - | - |
| Total Paid in FY2016 | \$489,272.97 | Total Paid in FY2017 | \$215,700.00 | | |
| Total Paid to Peach State Ambulance | | | | \$640,448.00 | |
| TOTAL CAPITAL EXPENSE (AMBULANCES & EQUIPMENT) | | | | | \$740,297.97 |
| Order | May 2016 | Order | November 2016 | Original Budget | \$750,000.00 |
| Delivery | May 2017 | Delivery | November 2017 | Under Budget | \$9,702.03 |

Recommendation

Staff respectfully requests the Board to award #271-16 RFP Ambulances for DCES to the most responsive, responsible bidder, Peach State Ambulance, Inc. out of Tyrone, GA for the purchase of three (3) ambulances as specified for a total expenditure of \$640,448.00 from SPLOST VI funds.



**BID #271-16 RFP AMBULANCES FOR DAWSON COUNTY EMERGENCY SERVICES
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Peach State Ambulance, Inc.

| ITEM FOR BID | PRICE FOR 1 EACH |
|--|-----------------------------|
| Ambulance Pricing | |
| Price for Ambulances #1 & #2 | \$ 207,624.00 EACH |
| Price for Ambulance #3 (Straight Pricing) | \$ 210,950.00 |
| Price for Ambulance #3 (Base plus % increase) | \$ 210,950.00 + 3% per year |
| Option Pricing | |
| Multiplexing system- Weldon VMux or compatible model, for each truck | NO BID |
| (1) One Stair Chair – Stryker Stair Pro Model 6252 | \$ 3,555.00 |
| Total of one (1) | \$ 38,710.00 |
| (1) One Physio Control Lucas 2 Chest Compression Device – | \$ 77,400.00 (for 2) |
| Total of two (2) | \$ 5,520.00 |
| (1) One Panasonic "Toughbook" Laptop Computer for each truck | \$ 11,560.00 (for 3) |
| Total of three (3) | |
| (1) One PhysioControl LP 15 Cardiac Monitor with options specified in Appendix C | \$ 18,540.00 |
| Total of one (1) | |
| On Spot Brand rear automatic tire chains for each unit | \$ 2,750.00 |
| Warranty | See Attached |
| Delivery | 180 Days ARO chassis |
| Define Order Requirements (PO or Payment) | NET (COD) upon delivery |

James L. Olson
Authorized Representative (Signature)

3/16/16
Date

James L. Olson, President
Authorized Representative/Title
(Print or Type)

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

Bid #271-16 RFP Ambulances for DCES Page 17

Dawson County EMS Clarifications & Exceptions

Section 2.14, Page 19, Battery Switch: Bid calls for a TST Commander electric battery switch, we are providing a ECX brand battery switch equal and superior to that specified.

Section 5.40, Page 26, Automatic Load Management and Sequencer System: Wheeled Coach is providing their standard Kussmaul Sequencer and Load Manager. We are not providing a Multiplex electrical system. Wheeled Coach is providing their standard Bosch Relay low switching system to meet your requirements in full.

Section 7.5, Page 32, Action Area Light: Bid calls for a Whelen brand. We we meet your requirements using a Kinequip brand light meeting your requirements.

Section 7.6, Page 32, Door ajar Light: Bid calls for a Truck Lite brand. We will furnish and install an ECX brand meeting and exceeding your requirements.

Section 7.7, Page 32, Compartment Lights: Bid call for Whelen LED tubing brand. We will meet your requiremnts utilizing Hi-Brite LED tubing.

Section 8.3, Page 33, Rub Rails: Bid call for aluminum C-channel rub rails. We can provide either Aluminum Diamond Plate rub rails or black thick extruded rub rails.

Section 10.2, Page 34, Attendant Seat: We will provide the EVS 1800 Series Attendant Seat with 5-point seat belt harness.

Section 11.1, Page 35 & 36, Module Dimension: Wheeled Coach will be providing their standard 1153-D Type I Model which features a 153" x 95" x 72" headroom module. There may be slight dimensional variances on the interior cabinet sizes which we will work out with Dawson County at the Pre-Construction conference. If you desire 156" length of module we can provide at an additional cost of \$2,000.00.

Section 11.8, Page 36, Countertop Material: Bid calls for formica countertops. We will provide either white or dark grey plastic countertop trays or we will provide poured epoxy solid surface type countertops.

Sections 12.1 to 12.20, Module Structure, Pages 38-40: Wheeled Coach will be providing their industry leading .125" Aluminum Structural Tubing on 12" centers.

Section 14.8, Page 41, Door Latches: Bid calls for Eberhard door latches. We shall supply our certified Tri-mark Latches which meet and exceed your requirements.

Backup material for agenda item:

5. Consideration of Bid #268-16 RFP Heavy Equipment, #269-16 RFP Paving Equipment and #270-16 RFP Tractor & Mowing Equipment Maintenance and Repair Services

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of Public Works/Fleet

Presenter: Purchasing Director Davida Simpson

Submitted By: Purchasing Director Davida Simpson

Date Submitted: April 19, 2016

Item of Business/Agenda Title: Presentation of Bid #268-16 RFP Heavy Equipment, #269-16 RFP Paving Equipment and #270-16 RFP Tractor & Mowing Equipment Maintenance and Repair Services

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: June 16, 2016 is the 90 deadline for BOC to take action

Purpose of Request: To execute an annual contract with a qualified vendor for equipment maintenance and repair work that cannot be performed in-house. Contract to begin upon award.

Department Recommendation: Approve as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: Contract to be executed. Standard contract was written by County Attorney but not specifically reviewed in this instance. Only changes to contract were the insertion of vendor and bid information.
 No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Based on 2015 figures, this contract is expected to be about \$85,000 per year for heavy equipment repairs that cannot be performed in-house. \$200,000 budget of ALL outsourced repairs.
 No

Amount Requested: _____

Amount Budgeted: \$200,000 for all outsourced repairs

Fund Name and Account Number: 615-00-4910-531590-000 Fleet & Fuel Fund – Outsourced Repairs & Maintenance

Administration Staff Authorization

Dept. Head Authorization: David McKee Date: 04/18/2016

Finance Dept. Authorization: Natalie Johnson Date: 04/20/2016

County Manager Authorization: Randall Dowling Work Session Date: 04/26/2016

Comments: Bid documents can be found at www.dawsoncounty.org > Bids & RFPs> Under Evaluation, Exhibit A is the RFP, Exhibit B are the 3 pricing forms, Contract is attached.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Bid #268-16 RFP Heavy Equipment, #269-16 RFP Paving Equipment and #270-16 RFP Tractor & Mowing Equipment Maintenance and Repair Services

DATE: April 19, 2016

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: May 5, 2016

PURPOSE: To execute an annual contract with a qualified vendor for equipment maintenance and repair work that cannot be performed in-house. Contract to begin upon award.

HISTORY: Standard contracts for various types of heavy equipment maintenance and repair. Current contract exceeded the bid threshold triggering the formal solicitation process.

FACTS AND ISSUES: Townley Construction Inc offers the best solution for Dawson County. The were rated the highest during evaluations and were priced lower than the other vendor.

OPTIONS: Approve as submitted.

RECOMMENDED SAMPLE MOTION: Staff respectfully requests the Board to award bids #268-16 RFP Heavy Equipment Maintenance & Repair, #269-16 RFP Paving Equipment Maintenance & Repair and #270-16 RFP Tractor & Mowing Equipment Maintenance & Repair to the most responsive, responsible bidder Townley Construction, Inc., out of Dawsonville, GA, and approve the contracts as submitted.

DEPARTMENT:

Prepared by: David Simpson, Purchasing Director

Director David McKee, Public Works Director

#268-16 RFP Heavy Equipment
#269-16 RFP Paving Equipment
#270-16 RFP Tractor & Mowing
Equipment Maintenance & Repair
Services

WORK SESSION APRIL 26, 2016



Background

- ▶ Standard service contracts (3) for work on larger equipment that cannot be performed in-house at Fleet
- ▶ Annual contract to begin upon award
- ▶ Contract is only on an as-needed basis
- ▶ Current contract was quoted in 2015 because costs decreasing in 2013 & 2014. Quote was to be more efficient
 - ▶ Heavy Equipment M&R - FY2015 costs \$13,600
 - ▶ Paving Equipment M&R – FY2015 costs \$30,500
 - ▶ Tractor & Mowing Equipment M&R – FY2015 costs \$37,000
- ▶ With new equipment purchases through SPLOST VI program, costs will go down
- ▶ Bid threshold is \$25,000
- ▶ Bids were scheduled as soon as possible

IFB vs RFP

Given the nature of the project, qualifications must be provided for vendors completing work. Qualifications and ability to complete the work were driving forces in this bid. Technical requirements made up 75% of the scoring criteria while pricing made up 25%. Based on these factors, the Request for Proposal method was selected as the best approach to this solicitation.

IFB – Invitation for Bid

- ▶ Price is driving force
- ▶ Must go with low bid unless legal justification/rationalization

RFP – Request for Proposal

- ▶ Price may be a factor
- ▶ Other criteria more important than price (technical requirements)
- ▶ Must award bid to the most responsible (can do work), responsive (met requirements & criteria) bidder – best score

Bids by service type

Scope of Work – Heavy Equipment

- ▶ Contractor to provide all labor, materials, tools, shop and equipment to complete scope of work
- ▶ Vendors to diagnose and repair problems such as engine drivability issues, forced induction system (turbo), cooling systems, fuel systems, complete drivetrain to included transmission/transaxle, steering systems, hydraulic systems, starting, charging, lighting, electrical systems, computer systems if applicable, breaking systems, welding or fabrication needed during repairs, undercarriage to include tracks and other related components and possible towing to vendor site if necessary
- ▶ One (1) Caterpillar 120G motor grader
- ▶ One (1) Caterpillar 12M motor grader
- ▶ One (1) Komatsu WA250 SL rubber tire loader
- ▶ One (1) Vermeer chipper
- ▶ One (1) Case backhoe

Scope of Work - Paving Equipment

- ▶ Contractor to provide all labor, materials, tools, shop and equipment to complete scope of work
- ▶ Vendors to diagnose and repair problems such as engine drivability issues, forced induction system (turbo), cooling systems, fuel systems, complete drivetrain to include transmission/transaxle, steering systems, hydraulic systems, starting, charging, lighting, electrical systems, computer systems if applicable, braking systems, welding or fabrication needed during repairs, undercarriage to include tracks, paving equipment systems to include but are not limited to the following: drums/rollers, vibratory systems and components, burner systems, water/fuel spraying systems, belt/chain roller delivery systems, auger systems and components, hydraulics and components, and electronics/control/operating systems for the paving equipment controls/operation and other related components and possible towing to vendor site if necessary
- ▶ One (1) Blaw-Knox PF3200 asphalt spreader
- ▶ One (1) Hamm HD70 dual steel wheel roller with vibratory system
- ▶ One (1) Ingersol Rand PT-125R rubber tire roller
- ▶ One (1) Wacker Packer small steel wheel roller
- ▶ One (1) Front motor grader mount shoulder builder
- ▶ One (1) Tack truck body tank. Tack tank and components are included.

Scope of Work - Tractor & Mowing Equipment

- ▶ Contractor to provide all labor, materials, tools, shop and equipment to complete scope of work
- ▶ Vendors to diagnose and repair problems such as engine drivability issues, forced induction system (turbo), cooling systems, fuel systems, complete drivetrain to included transmission/transaxle, steering systems, hydraulic systems, starting, charging, lighting, electrical systems, computer systems if applicable, breaking systems, welding or fabrication needed during repairs, undercarriage to include tracks, side arm mowing assemblies to include hydraulic repair, electrical, electrical controls, hydraulic solenoids, bushing/pin replacement, frame/housing/arm repair and replacement and other related components and possible towing to vendor site if necessary
- ▶ One (1) Ford 3930 open cab 4x2 tractor
- ▶ Two (2) John Deere 6310 enclosed cab 4x2 tractors
- ▶ Two (2) Kubota 108S enclosed cab 4x4 tractors
- ▶ One (1) New Holland TN70DA enclosed cab 4x4 tractor

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ Notified local vendors
- ▶ **2 bids received for each service type**

Evaluation Committee

- ▶ David McKee, Public Works Director
- ▶ Eddie Savage, Operations Manager
- ▶ Shannon Harben, Fleet Administrator
- ▶ Davida Simpson, Purchasing Director (facilitator)

Evaluation Criteria – Heavy Equipment

| Company | Points Allowed | Townley Construction Co. Inc. | Yancey Bros Co. (incumbent) |
|--|----------------|-------------------------------|-----------------------------|
| Company Background & Qualifications of Staff | 20 | 19 | 19 |
| Similar Work Experience | 15 | 15 | 15 |
| List of Equipment | 15 | 14 | 9 |
| References | 15 | 14 | 15 |
| Warranty | 10 | 8 | 10 |
| Price Proposal | 25 | 25 | 22.33 |
| Total Points | 100 | 95 | 90.33 |

Pricing – Heavy Equipment

| Item | Townley Construction Co. Inc. | Yancey (incumbent) |
|--|---------------------------------|-------------------------------|
| Hourly rate in Shop | \$114.00 | \$124.00 |
| Hourly rate in Field | \$130.00 | \$141.00 |
| Service/Travel charge for Field Repair | \$ 175.00 | \$185.00 |
| Towing Charge, if applicable | N/A | N/A Quote on as-need basis |
| Fuel Surcharge, if applicable | N/A | N/A |
| Percentage Markup on Parts (with receipts) | List price on all parts | N/A |
| Warranty (Parts & Labor) | 90 days on parts/ 30 days labor | 6 months parts/90 days labor |

Evaluation Criteria – Paving Equipment

| Company | Points Allowed | Townley Construction Co. Inc. | Yancey Bros Co. (incumbent) |
|--|----------------|-------------------------------|-----------------------------|
| Company Background & Qualifications of Staff | 20 | 19 | 19 |
| Similar Work Experience | 15 | 10 | 10 |
| List of Equipment | 15 | 14 | 9 |
| References | 15 | 14 | 15 |
| Warranty | 10 | 8 | 10 |
| Price Proposal | 25 | 25 | 22.33 |
| Total Points | 100 | 90 | 85.33 |

Pricing – Paving Equipment

| Item | Townley Construction Co. Inc. | Yancey (incumbent) |
|--|---------------------------------|-------------------------------|
| Hourly rate in Shop | \$114.00 | \$124.00 |
| Hourly rate in Field | \$130.00 | \$141.00 |
| Service/Travel charge for Field Repair | \$ 175.00 | \$185.00 |
| Towing Charge, if applicable | N/A | N/A Quote on as-need basis |
| Fuel Surcharge, if applicable | N/A | N/A |
| Percentage Markup on Parts (with receipts) | List price on all parts | N/A |
| Warranty (Parts & Labor) | 90 days on parts/ 30 days labor | 6 months parts/90 days labor |

Evaluation Criteria – Tractor & Mowing Equipment

| Company | Points Allowed | Townley Construction Co. Inc. | Yancey Bros Co. (incumbent) |
|--|----------------|-------------------------------|-----------------------------|
| Company Background & Qualifications of Staff | 20 | 19 | 19 |
| Similar Work Experience | 15 | 15 | 15 |
| List of Equipment | 15 | 14 | 9 |
| References | 15 | 14 | 15 |
| Warranty | 10 | 8 | 10 |
| Price Proposal | 25 | 25 | 22.33 |
| Total Points | 100 | 95 | 90.33 |

Pricing – Tractor & Mowing Equipment

| Item | Townley Construction Co. Inc. | Yancey (incumbent) |
|--|---------------------------------|-------------------------------|
| Hourly rate in Shop | \$114.00 | \$124.00 |
| Hourly rate in Field | \$130.00 | \$141.00 |
| Service/Travel charge for Field Repair | \$ 175.00 | \$185.00 |
| Towing Charge, if applicable | N/A | N/A Quote on as-need basis |
| Fuel Surcharge, if applicable | N/A | N/A |
| Percentage Markup on Parts (with receipts) | List price on all parts | N/A |
| Warranty (Parts & Labor) | 90 days on parts/ 30 days labor | 6 months parts/90 days labor |

Recommendation

Staff respectfully requests the Board to award bids #268-16 RFP Heavy Equipment Maintenance & Repair, #269-16 RFP Paving Equipment Maintenance & Repair and #270-16 RFP Tractor & Mowing Equipment Maintenance & Repair to the most responsive, responsible bidder Townley Construction, Inc., out of Dawsonville, GA, and approve the contracts as submitted.

ANNUAL CONTRACT AND AGREEMENT

Contract Start Date: May 6, 2016
Contract End Date: December 31, 2016
Contract Name: Heavy Equipment Maintenance & Repair Services
Vendor Name: Townley Construction Company, Inc.
Address: 24 Laina Bennett Road
Dawsonville, GA 30534
Telephone No.: 706-216-2387
Contact Person: Jackie Townley, President
Payment Terms: Net 30 days

This Agreement is hereby made and entered into this 5th day of May, 2016, by and between Dawson County, Georgia (hereinafter referenced as “County”) and Townley Construction Company, Inc., a Georgia corporation (hereinafter referenced as “Contractor”).

The Request for Qualifications received pursuant to Dawson County Project No. **#268-16 RFP Heavy Equipment Maintenance & Repair Services** and addenda issued for the Request for Qualifications referenced herein, and the Contractor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. **Scope of Services**

Contractor shall furnish the services in accord with: the Request for Qualifications and the addenda issued for the Request for Qualifications set forth within “Exhibit A” that is hereto incorporated herein by reference. Such services shall be performed by employees or agents of the Contractor and not by employees of the County. If the services are to be provided or performed upon property owned or controlled by the County, then the Contractor’s employees shall abide by all rules established by the County.

2. **Term of Agreement**

This Agreement shall commence on the 6th day of May, 2016 and shall terminate on December 31, 2016 with two (2), one (1) calendar year renewals permitted if both parties agree. The Contractor shall provide the County with a minimum of ninety (90) days’ notice of any price increase requests however, that any price increase shall not exceed three percent (3%) of the contract price for the term being renewed for any renewal term. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days’ notice of the intent not to renew the terms thereof.

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3. **Multi-Year Contract**

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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. The Contractor shall provide the County with a Certificate of Liability Insurance in an amount of not less than \$ 1,000,000.00 per occurrence to protect the Contractor. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Contractor and shall not be cancelled or materially reduced without thirty (30) days prior notice to the County and approval by the County.

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The Contractor shall exercise care, skill and diligence commonly possessed and exercised by reasonably skillful and prudent persons who perform these services when performing obligations in accord with the terms of this Contract. The Contractor's performance will be evaluated monthly. If the terms hereof are not being satisfied as determined by the County, then the County shall notify the Contractor in writing of deficiencies, and the Contractor shall provide a written response detailing how any deficiencies shall be cured within thirty (30) days. If the deficiencies noted by the County are not properly corrected, then Dawson County may cancel this Agreement with no additional obligation owed to the Contractor.

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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.

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11. Notices

Any notice required in accord with the terms hereof shall be delivered via certified mail or commercial delivery service as follows:

County:

Contractor:

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

Townley Construction Company, Inc.
ATTN: Jackie Townley, President
24 Laina Bennett Road
Dawsonville, GA 30534

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



**BID #268-16 RFP HEAVY MAINTENANCE & REPAIR SERVICES
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Townley Construction Co Inc

| Item | Price Proposal |
|--|-----------------------------------|
| Hourly rate in Shop | \$ 114 ⁰⁰ |
| Hourly rate in Field | \$ 130 ⁰⁰ |
| Service/Travel charge for Field Repair | \$ 175 ⁰⁰ |
| Towing Charge, if applicable | N/A |
| Fuel Surcharge, if applicable | N/A |
| Percentage Markup on Parts (with receipts) | List Price on all PARTS |
| Warranty (Parts & Labor) | 90 days on parts 30 days on labor |

Do you accept Net 30 terms?

Yes

No

Jackie Fowler

Authorized Signature

President

Title

Jackie Townley

Print Name

3-17-16

Date

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

ANNUAL CONTRACT AND AGREEMENT

| | |
|-----------------------------|---|
| Contract Start Date: | May 6, 2016 |
| Contract End Date: | December 31, 2016 |
| Contract Name: | Paving Equipment Maintenance & Repair Services |
| Vendor Name: | Townley Construction Company, Inc. |
| Address: | 24 Laina Bennett Road Dawsonville, GA 30534 |
| Telephone No.: | 706-216-2387 |
| Contact Person: | Jackie Townley, President |
| Payment Terms: | Net 30 days |

This Agreement is hereby made and entered into this 5th day of May, 2016, by and between Dawson County, Georgia (hereinafter referenced as “County”) and Townley Construction Company, Inc., a Georgia corporation (hereinafter referenced as “Contractor”).

The Request for Qualifications received pursuant to Dawson County Project No. **#269-16 RFP Paving Equipment Maintenance & Repair Services** and addenda issued for the Request for Qualifications referenced herein, and the Contractor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. **Scope of Services**

Contractor shall furnish the services in accord with: the Request for Qualifications and the addenda issued for the Request for Qualifications set forth within “Exhibit A” that is hereto incorporated herein by reference. Such services shall be performed by employees or agents of the Contractor and not by employees of the County. If the services are to be provided or performed upon property owned or controlled by the County, then the Contractor’s employees shall abide by all rules established by the County.

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Contractor:

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ATTN: Purchasing Director
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Townley Construction Company, Inc.
ATTN: Jackie Townley, President
24 Laina Bennett Road
Dawsonville, GA 30534

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



**BID #269-16 RFP PAVING MAINTENANCE & REPAIR SERVICES
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Townley Construction Co Inc

| Item | Price Proposal |
|--|-----------------------------------|
| Hourly rate in Shop | \$114.00 |
| Hourly rate in Field | \$130.00 |
| Service/Travel charge for Field Repair | \$175.00 |
| Towing Charge, if applicable | N/A |
| Fuel Surcharge, if applicable | N/A |
| Percentage Markup on Parts (with receipts) | List price on all parts |
| Warranty (Parts & Labor) | 90 days on parts 30 days on labor |

Do you accept Net 30 terms?

Yes

No

Jackie Townley

Authorized Signature

President

Title

Jackie Townley

Print Name

3/17/16

Date

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

ANNUAL CONTRACT AND AGREEMENT

| | |
|-----------------------------|---|
| Contract Start Date: | May 6, 2016 |
| Contract End Date: | December 31, 2016 |
| Contract Name: | Tractor and Mowing Equipment Maintenance & Repair Services |
| Vendor Name: | Townley Construction Company, Inc. |
| Address: | 24 Laina Bennett Road Dawsonville, GA 30534 |
| Telephone No.: | 706-216-2387 |
| Contact Person: | Jackie Townley, President |
| Payment Terms: | Net 30 days |

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Townley Construction Company, Inc.
ATTN: Jackie Townley, President
24 Laina Bennett Road
Dawsonville, GA 30534

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



**BID #270-16 RFP TRACTOR AND MOWING MAINTENANCE & REPAIR
SERVICES
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Townley Construction Co Inc

| Item | Price Proposal |
|--|-----------------------------------|
| Hourly rate in Shop | \$ 114 ⁰⁰ |
| Hourly rate in Field | \$ 130 ⁰⁰ |
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| Towing Charge, if applicable | N/A |
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| Percentage Markup on Parts (with receipts) | List Price on all parts |
| Warranty (Parts & Labor) | Godfreyson Parts 30 days on labor |

Do you accept Net 30 terms?

Yes

No

Jackie Townley
Authorized Signature

President
Title

Jackie Townley
Print Name

3-17-16
Date

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

Backup material for agenda item:

6. Presentation of Request for Budget Amendment for Drug Testing for Volunteer Firefighters



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Finance on behalf of Human Resources

Presenter: Natalie Johnson

Submitted By: Natalie Johnson

Date Submitted: 4/19/2016

Item of Business/Agenda Title: Presentation of request for budget amendment for drug testing for volunteer firefighters

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: _____

Purpose of Request: Additional funding for drug testing for volunteer firefighters

Department Recommendation: Recommend approval as requested

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: When the 2016 budget was approved, volunteer firefighters were classified as contract labor. The Board of Commissioners has since approved converting all volunteer firefighters to County employees. As a result, additional funds are needed to cover the cost of drug testing associated with this change.

No

Amount Requested: \$1,500

Amount Budgeted: \$25,000 (General Government Professional Services)

Fund Name and Account Number: 100-00-1500-521200-000 Professional Services

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Natalie Johnson Date: 4/19/2016

County Manager Authorization: Randall Dowling Work Session Date: 4-26-16

Comments: _____

Attachments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Request for additional funds to cover drug testing expenses for volunteer firefighters

DATE: 04/19/2016

- RECOMMENDATION**
 POLICY DISCUSSION
 STATUS REPORT
 OTHER

BUDGET INFORMATION:

ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: 05/05/2016

PURPOSE: To request additional funding for drug testing for volunteer firefighters

HISTORY: On February 11, 2016 the Board of Commissioners approved reclassifying Dawson County's 50 volunteer firefighters from contract labor to County employees to comply with IRS regulations. As a result of this change, volunteer firefighters now must complete drug testing. Funds were not budgeted in FY 2016 for this expense.

FACTS AND ISSUES:

OPTIONS:

- 1) Approve additional funding for Human Resources' Professional Services account as submitted.
- 2) Do not approve recommendation as submitted.
- 3) Recommend alternate action.

RECOMMENDED SAMPLE MOTION:

Motion to approve moving \$1,500 from General Government's Professional Services account to Human Resources' Professional Services account to cover the cost of drug testing for volunteer firefighters.

DEPARTMENT:

Prepared by: Natalie Johnson

Director _____

Backup material for agenda item:

7. Consideration of Bid #273-16 RFP Athletic Field Rehabilitation for Dawson County Parks and Recreation

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of Park & Rec

Presenter: Park Director Lisa Henson

Submitted By: Purchasing Director Davida Simpson

Date Submitted: April 19, 2016

Item of Business/Agenda Title: Presentation of Bid #273-16 RFP Athletic Field Rehabilitation for Dawson County Parks & Recreation

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: August 3, 2016 is the 90 deadline for BOC to take action

Purpose of Request: To execute a contract with a qualified vendor to rehabilitate the 15 athletic fields at Rock Creek Sports Complex and Veterans Memorial Park

Department Recommendation: Approve as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: Contract to be executed. Standard contract was written by County Attorney but not specifically reviewed in this instance. Only changes to contract were the insertion of vendor and bid information.

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested: \$121,190 Bid Amount + \$12,119 Contingency = \$133,309

Amount Budgeted: \$115,000.00

Fund Name and Account Number: 324-00-6120-541200-000 Site Improvements (SPLOST VI).

Administration Staff Authorization

Dept. Head Authorization: Lisa Henson

Date: 04/13/2016

Finance Dept. Authorization: Natalie Johnson

Date: 4-20-16

County Manager Authorization: Randall Dowling

Work Session Date: 04/26/2016

Comments: Bid documents can be found at www.dawsoncounty.org > Bids & RFPs> Under Evaluation, Exhibit A is the RFP, Exhibit B is pricing, Contract is attached.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Bid #273-16 RFP Athletic Field Rehabilitation for Dawson County Parks & Recreation

DATE: April 19, 2016

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: May 5, 2016

PURPOSE: To execute a contract with a qualified vendor to rehabilitate the 15 athletic fields at Rock Creek Sports Complex and Veterans Memorial Park

HISTORY: This is a standard contract for construction. Project was approved in SPLOST VI.

FACTS AND ISSUES: Athletic Construction Inc is the most responsive, responsible bidder. Additionally, they were the low bid. Vendor has a good working history with Dawson County.

OPTIONS: Approve as submitted.

RECOMMENDED SAMPLE MOTION: Staff respectfully requests the Board to award #273-16 RFP Athletic Field Rehabilitation for Dawson County Parks & Recreation to the most responsive, responsible bidder Athletic Construction, Inc., out of Oakwood, GA, and approve the contract as submitted. Funding will come from SPLOST VI

DEPARTMENT:

Prepared by: David Simpson, Purchasing Director

Director Lisa Henson, Park Director

#273-16 RFP Athletic Field Rehabilitation for Park & Rec

WORK SESSION APRIL 26, 2016



Background

- ▶ Dawson County owns and operates 15 athletic/recreation fields for various sports and activities at Rock Creek Sports Complex and Veterans Memorial Park.
- ▶ Fields were on a three-year rehab rotation
- ▶ Problems with current fields:
 - ▶ Safety issues
 - ▶ Significant lips on sod
 - ▶ Fields are becoming bowl-shaped
- ▶ Approved purchase under SPLOST VI
- ▶ Previously estimates budget \$115,000
- ▶ Bonds were not required but retainage will be withheld per usual construction contracts

Rock Creek Sports Complex



Fields 1-4 & 6

Veterans Memorial Park



Fields 1-4 & 6

Scope of Work

- ▶ Vendors must be qualified & specialize in athletic field rehabilitation
 - ▶ Did not want lawn care only experience
- ▶ Vendor must provide all labor, materials and equipment to complete the scope of work
- ▶ Laser grading fields
- ▶ Approximately 909 tons of ASTM approved infield mix to the ball fields – certified mix
- ▶ Adding and blending approximately 20 tons (for all fields) of calcinide clay (Turface) to the top ½ inch of the finished playing surface – certified soil
- ▶ Vendor to ensure proper drainage, remedy safety issues and ponding with each of the fields
- ▶ Work to be completed between June 1, 2016 and July 15, 2016

IFB vs RFP

Given the nature of the project, qualifications must be provided for vendors completing work. Qualifications and methodology were driving force in this bid. Technical requirements made up 80% of the scoring criteria while pricing made up 20%. Based on these factors, the Request for Proposal method was selected as the best approach to this solicitation.

IFB – Invitation for Bid

- ▶ Price is driving force
- ▶ Must go with low bid unless legal justification/rationalization

RFP – Request for Proposal

- ▶ Price may be a factor
- ▶ Other criteria more important than price (technical requirements)
- ▶ Must award bid to the most responsible (can do work), responsive (met requirements & criteria) bidder – best score

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **3 bids received**

Evaluation Committee

- ▶ Lisa Henson, Park & Rec Director
- ▶ Joey Carder, Athletic Director
- ▶ Buffie Hamil, Programs Coordinator
- ▶ David McKee, SPLOST Administrator
- ▶ Davida Simpson, Purchasing Director (facilitator)

Evaluation Criteria

| Company | Points Allowed | Athletic Construction Inc | Mike Westmoreland Contracting | Tri-Scapes Inc |
|--|----------------|---------------------------|-------------------------------|----------------|
| Company Background & Qualifications of Dedicated Staff | 30 | 29 | 28 | Disqualified |
| Similar Work Experience & References | 25 | 25 | 24 | |
| Start Date & Schedule | 25 | 21 | 22 | |
| Price Proposal | 20 | 20 | 14 | |
| Total Points | 100 | 94.50 | 87.50 | |

Pricing

| Company | Cost | Schedule |
|--------------------------------------|--------------|---|
| Athletic Construction Inc | \$121,190.00 | Start: June 15; 45-90 days to complete (includes weather days as needed) |
| Mike Westmoreland Contracting | \$143,800.00 | Start: June 15; 30 days to complete |
| Tri-Scapes Inc | Disqualified | |

Recommendation

Staff respectfully requests the Board to award #273-16 RFP Athletic Field Rehabilitation for Dawson County Parks & Recreation to the most responsive, responsible bidder Athletic Construction, Inc., out of Oakwood, GA, in the amount of \$121,190 and approve a 10% contingency of \$12,119 to be paid from SPLOST VI and accept the contract as submitted.

The contingency request is to cover any unforeseen items to be approved by the County Manager.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

BID #273-16 RFP ATHLETIC FIELD REHABILITATION FOR DAWSON COUNTY PARKS & RECREATION

This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and Athletic Construction, (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Request for Proposal Bid #273-16 RFP Athletic Field Rehabilitation for Dawson County Parks & Recreation** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

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

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Document, the Request for Proposal Bid **#273-16 RFP Athletic Field Rehabilitation for Dawson County Parks & Recreation** and all addenda, the Contractor's Bid Schedule, all Change Orders and Field Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's payment bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

1.6 Ownership of Contract Documents

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

ARTICLE II

THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications and drawings of the Project and in accordance with the bid and specifications as outlined in Request for Proposal Bid #273-16 RFP Athletic Field Rehabilitation for Dawson County Parks & Recreation.

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

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

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

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

3.1.2 The Contractor shall pay the Owner the sum of one hundred dollars (\$100.00) per day for each and every calendar day of delay not excused by Section 8.2.5.1 in achieving completion beyond the time set forth herein for completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part there, for which the Owner has

withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

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

3.3 Time is of the Essence

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

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the work required in the Bid Documents, the fixed sum of \$ 121,190.00 for furnishing materials, labor, and equipment necessary for the completion of Project #273-16. The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract. Actual quantities used for the subject work will be verified and paid using unit pricing as detailed in Request for Proposal Document, unless stipulated as "lump sum".

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Payment Procedure

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

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

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

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

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

5.2 Withheld Payment

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

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

5.3 Completion and Final Payment

5.3.1 When all of the work is finally complete and the Contractor is ready for a final inspection, Contractor shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract.

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

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

5.3.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the contractor as unsettled at the time of its request for final payment.

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

- (a) There are no exceptions.

ARTICLE VI

THE OWNER

6.1 Information, Services and Things Required From Owner

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

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

6.3.1.1 If the Contractor's work is stopped by the Owner under Paragraph 6.2 and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Contractor shall pay the difference to the Owner.

ARTICLE VII

THE CONTRACTOR

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

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

7.3 Warranty

7.3.1 The Contractor warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective.

7.4 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work. The Contractor shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

7.5 Supervision

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

7.6 Cleaning the Site and the Project

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

7.7 Access to Work

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

7.8 Indemnity

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

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

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Administration

8.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for work site operations. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager.

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

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

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

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

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

8.2 Claims by the Contractor

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

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

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

8.2.4 *Claims for Additional Costs*

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

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

8.2.5 *Claims for Additional Time*

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

8.2.6 *Claims for Weather Delays*

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

ARTICLE IX

CHANGES IN THE WORK

9.1 **Changes Permitted**

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

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

9.2 Change Order Defined

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

9.3 Changes in the Contract Price

9.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then as provided in Subparagraph 9.3.2 below.

9.3.2 If no mutual agreement occurs between the Owner and the contractor as contemplated in Subparagraph 9.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order.

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

9.4 Notice to Surety; Consent

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

ARTICLE X

CONTRACT TERMINATION

10.1 Termination by the Contractor

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

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

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

10.2 Termination by the Owner

10.2.1 For Convenience

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

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

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

10.2.1.4

- (a) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement of the amount due to the contractor, the Owner shall pay the Contractor the following amounts:
 - i. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 10.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;

- iv. The total sum to be paid the Contractor under this Subparagraph 10.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

10.2.2 For Cause

10.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

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

10.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 10.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 10.2.1 and the provisions of Subparagraph 10.2.1 shall apply.

ARTICLE XI

INSURANCE

11.1 Contractor's Insurance Requirements

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

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

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

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

ARTICLE XII

MISCELLANEOUS

12.1 Governing Law

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

12.2 Successors and Assigns

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

12.3 Surety Bonds

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

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

**OWNER:
DAWSON COUNTY, GEORGIA**

CONTRACTOR:

By: _____
Name: Mike Berg
Title: Chairman, Dawson County
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attest:

Attest:

By: _____
Name: Danielle Yarbrough
Title: County Clerk

By: _____
Name: _____
Title: _____



**BID #273-16 RFP ATHLETIC FIELD REHABILITATION
FOR DAWSON COUNTY PARKS & RECREATION
VENDOR'S PRICE PROPOSAL FORM
PAGE 1 OF 2**

COMPANY NAME: ATHLETIC CONSTRUCTION INC

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

| | Price |
|--------------------------|---------------|
| Lump Sum Cost | \$ 121,190.00 |
| Start Date | JUNE 15, 2016 |
| Days to Complete Project | 45-90 DAYS |
| Warranty | 1 YEAR |

- Vendors must attach information or brochures on materials to be used.
- Vendors to provide samples and certificates as required in the RFP.
- Vendors to provide line item pricing (Vendor's Price Proposal Form – Page 2)

Tony L. Strickland
Authorized Signature
Tony L. STRICKLAND
Print Name

Pres / CFO
Title
3/29/2016
Date

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



**BID #273-16 RFP ATHLETIC FIELD REHABILITATION
FOR DAWSON COUNTY PARKS & RECREATION
VENDOR'S PRICE PROPOSAL FORM
PAGE 2 OF 2**

COMPANY NAME: ATHLETIC CONSTRUCTION INC

| Field | Material (Tonnage & Sq. Ft.) | Pricing |
|--------|---|--------------|
| VMP 1 | 40-45 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 7,596.00 |
| VMP 2 | 22-24 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 6,096.00 |
| VM 3 | APPROX 275 TONS ACI RED / REMOVE SOME EXISTING | \$ 18,721.00 |
| VMP 4 | 40-45 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 7,596.00 |
| VMP 6 | APPROX 175 TONS ACI RED / SOME EXISTING TO BE REMOVED | \$ 14,971.00 |
| RCP 7 | 22-24 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 4,846.00 |
| RCP 8 | 40-45 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 7,596.00 |
| RCP 9 | 40-45 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 7,596.00 |
| RCP 10 | 40-45 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 7,596.00 |
| RCP 11 | 40-45 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 7,596.00 |
| RCP 12 | 40-45 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 7,596.00 |
| RCP 13 | 22-24 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 5,846.00 |
| RCP 14 | 22-24 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 5,846.00 |
| RCP 15 | 22-24 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 5,846.00 |
| RCP 16 | 22-24 TONS ACI RED / UP TO 500 SQ FT SOD | \$ 5,846.00 |

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

Backup material for agenda item:

8. Consideration of Traffic Signal Request for the intersection of State Route 53 and CVS Driveway



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Public Works

Presenter: David McKee

Submitted By: David McKee

Date Submitted: 4-13-2016

Item of Business/Agenda Title: SR 53 at 400 Center/CVS Driveway Traffic Signal Request

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain:

Purpose of Request: Review and approve the State Route 53 at 400 Center/CVS Driveway traffic signal request

Department Recommendation: Approve the signal request as requested by GDOT.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Dawson County is responsible for the energy cost to run the light.

No

Amount Requested: \$0 – see below for comments

Amount Budgeted: \$10,000

Fund Name and Account Number: General Fund: Energy – Elec/Hwy Signals 100-00-4220-531231-000

Administration Staff Authorization

Dept. Head Authorization: David McKee

Date: 4-13-16

Finance Dept. Authorization: Natalie Johnson

Date: 4/19/2016

County Manager Authorization: Randall Dowling

Work Session Date: 4-26-16

Comments: Estimated additional cost for one traffic light is \$780 per year for electric usage and telephone expenses.

Attachments: Yes



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: SR 53 at 400 Center/CVS Driveway Traffic Signal Request

DATE: 4-13-2016

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: W.S. 4/26/16; V.S. 5/05/16

PURPOSE: To review and approve the SR 53 at 400 Center/CVS Driveway traffic signal as requested by GDOT.

HISTORY: This traffic signal is part of the SR 53 and GA 400 Continuous Flow project.

FACTS AND ISSUES: A traffic signal at this location would allow for connectivity and safe access to the North and South sides of SR 53. The county's responsibility is for electric usage and telephone usage expenses after the traffic signal is installed during late Fall 2016.

OPTIONS: Approve the request as drafted, recommend changes and approve, or deny.

RECOMMENDED SAMPLE MOTION: Approve the signal request as presented.

DEPARTMENT:

Prepared by: Cara Ingley

Director David McKee

Russell R. McMurry, P.E., Commissioner



DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

April 4, 2016

Dawson County Board of Commissioners
Attn: David McKee, Director of Public Works
25 Justice Way, Suite 2322
Dawsonville, Georgia 30534

RE: Traffic Signal Permit Request (Stop and Go Signal)
SR 53 Dawson 400 Center/CVS Driveway
Dawson County

Dear Mr. McKee:

In an effort to continue processing the stop and go signal request for SR 53 @ Dawson 400 Center/CVS Driveway, Dawson County please complete the enclosed traffic signal request application with the appropriate signatures and return all copies to this office at the following address:

Georgia Department of Transportation
Attention: Traffic Operations
2505 Athens Hwy., SE
Gainesville, GA 30507

Please contact Shane Giles at 770-531-5803 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Shane Giles".

Shane Giles
District Traffic Operations Manager

SG: SH
Enclosure

Distribution:
White – Applicant
Yellow – State Traffic Engineer
Pink – District Traffic Engineer

| |
|----------------------------|
| Do Not Write In This Space |
| Application No. _____ |
| Permit No. _____ |

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

REQUEST FOR TRAFFIC SIGNAL

To the Georgia Department of Transportation:

The Board of Commissioners in Dawson County hereby request approval for the use of a traffic signal at the location described below:

LOCATION

Local Street names: _____ at Dawson 400 Center/CVS Driveway

State Route Numbers: SR 53 at _____

TYPE SIGNAL

Stop and Go Flashing Beacon School Beacon Other

CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

COST OF OPERATION

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the cost for the purchase, installation and maintenance of the signal if approved.

INSPECTION AND APPROVAL

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

RIGHT TO REVOKE

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

This the _____ day of _____ 20__

Attest:

By: _____

Clerk

Backup material for agenda item:

9. Consideration of Bid #272-16 IFB Rubber Track Skid Loader

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of Public Works

Presenter: Public Works Director David McKee

Submitted By: Purchasing Director Davida Simpson

Date Submitted: April 19, 2016

Item of Business/Agenda Title: Presentation of Bid #272-16 IFB Rubber Track Skid Loader

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: August 3, 2016 is the 90 deadline for BOC to take action

Purpose of Request: Purchase a rubber track skid loader for the Road Department's use.

Department Recommendation: Approve as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: No contract; straight purchase.

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested: \$55,561.06

Amount Budgeted: \$80,000.00

Fund Name and Account Number: 324-00-4220-542100-000 SPLOST VI Machinery & Equipment

Administration Staff Authorization

Dept. Head Authorization: David McKee

Date: 04/13/2016

Finance Dept. Authorization: Natalie Johnson

Date: 04/19/2016

County Manager Authorization: Randall Dowling

Work Session Date: 04/26/2016

Comments: Bid documents can be found at www.dawsoncounty.org > Bids & RFPs> Under Evaluation, Exhibit A is the IFB,

Exhibit B is pricing.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Bid #272-16 IFB Rubber Track Skid Loader

DATE: April 19, 2016

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: May 5, 2016

PURPOSE: Purchase a rubber track skid loader for the Road Department's use.

HISTORY: Dawson County currently rents a rubber track skid loader from our contracted vendor at a rate of \$3,378.75/month in order to complete daily operations.

FACTS AND ISSUES: Item is an approved purchase under SPLOST VI. Bobcat of Gwinnett/Atlanta offers the best solution for Dawson County at a price under budget.

OPTIONS: Approve as submitted.

RECOMMENDED SAMPLE MOTION: Staff respectfully requests the Board to award #272-16 IFB Rubber Track Skid Loader to the most responsive, responsible bidder, Bobcat of Gwinnett, LLC/Bobcat of Atlanta out of Atlanta, GA for the purchase of one (1) rubber track skid loader for a total expenditure of \$55,561.06 from SPLOST VI funds.

DEPARTMENT:

Prepared by: David Simpson, Purchasing Director

Director: David McKee, Public Works Director

Rubber Track Skid Loader Bid #272-16 IFB

WORK SESSION APRIL 26, 2016



Background

- ▶ Dawson County Roads Department owns and rents various pieces of equipment in order to complete daily operations
 - ▶ Department currently rents a rubber track skid loader for \$3,378.75/month
 - ▶ Needed in order to perform daily operations as clip shoulders of the road, storm water ditch maintenance, load tandem dump trucks, maintain flood control dams and load/unload pallets from delivery trucks
- ▶ SPLOST VI approve purchases for Public Works/Road Equipment
- ▶ Anticipated budget \$80,000

List of Items Bid

- ▶ (1) Rubber track skid loader
- ▶ Specifications were generic
 - ▶ Not brand specific
 - ▶ Several brands that will work



Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **7 bids received**

Evaluation Committee

- ▶ David McKee, Public Works Director/SPLOST Administrator
- ▶ Eddie Savage, Operations Manager
- ▶ Shannon Harben, Fleet Administrator
- ▶ Davida Simpson, Purchasing Director (facilitator)

Recommendation

- ▶ Dawson County has 2 Kubota tractors for which we have had numerous mechanical problems. The manufacturer has been called and has not been easy to work with. The costs to repair the tractors are high and the solutions have not been long-lasting. The Roads Department has had to change normal operations because of the limitations the Kubota tractors present.
- ▶ This is no reflection on the dealer; Nelson Tractor. Vendor has been good to work with on other projects.
- ▶ Staff is recommending the next lowest bidder, Bobcat of Gwinnett/Atlanta based on good history with manufacturer, references were outstanding and price (under budget).
- ▶ It was determined the high-flow hydraulic system is not needed on this machine. All attachments (current and future) do not need this upgrade.
 - ▶ Additional attachments will be purchased with SPLOST VI funds in accordance with policy.

Pricing

| Vendor | Price | Brand |
|----------------------------|--------------|-------------|
| Bobcat of Gwinnett/Atlanta | \$ 55,561.06 | Bobcat |
| Border Equipment | \$ 55,656.96 | Case |
| Cowin Equipment | \$ 73,219.00 | Takeuchi |
| Lashley | \$ 56,045.00 | New Holland |
| Mason Tractor | \$ 57,250.00 | Kubota |
| Nelson Tractor | \$ 43,145.00 | Kubota |
| United Rentals | \$ 75,659.09 | Takeuchi |

Recommendation

Staff respectfully requests the Board to award #272-16 IFB Rubber Track Skid Loader to the most responsive, responsible bidder, Bobcat of Gwinnett, LLC/Bobcat of Atlanta from Atlanta, GA for the purchase of one (1) rubber track skid loader for a total expenditure of \$55,561.06 from SPLOST VI funds.



**BID #272-16 IFB RUBBER TRACK SKID LOADER
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Bobcat of Gwinnett, LLC

All pricing must be on the forms provided. Additional information may be attached to this form.

| Item for Bid | Price |
|-----------------------------------|---------------------------|
| (1) Rubber Track Skid Loader | \$55,561.06 |
| Options: | |
| High flow hydraulics | \$1205.12 |
| Warranty | 12 months unlimited hours |
| Maintenance & Support | |
| Delivery Time from Purchase Order | 45 days |
| FOB Delivery Charge | 0 |

[Signature]
Authorized Representative (Signature)

3/30/16
Date

Shannon Bryant/Territory Manager
Authorized Representative/Title
(Print or Type)

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

Backup material for agenda item:

10. Consideration of revised Etowah Water and Sewer Authority Fire Hydrant Intergovernmental Agreement



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item. No item will be considered for a work session until the Department has received authorization on the item by the County Manager. Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: County Attorney

Presenter: Joey Homans

Submitted By: Ginny Tarver

Date Submitted: 4/20/2016

Item of Business/Agenda Title: EWSA Fire Hydrant IGA

Attach an Executive Summary fully describing all elements of the item of business. x (Attached)

THE ITEM IS FOR:

Work Session presentation only (no action needed) **OR** **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: May 6, 2016

Purpose of Request: This item was discussed during the work session of March 24, 2016 and the voting session of April 7, 2016. During the voting session, the Board approved the IGA with a five year term, \$3,500 per hydrant for the initial installation, and \$4,500 per hydrant for additional hydrants after construction has been completed. That approved agreement was submitted to the EWSA for their review and approval. On April 12, 2016, EWSA approved another version of the IGA with the following major changes: 25 year term, \$5,000 per hydrant for the initial installation, and \$6,000 per hydrant for additional hydrants after construction has been completed. Attached are the Board approved IGA, the EWSA approved IGA, Water Main Replacement and Extension Programs, and additional fire hydrants the Emergency Services Department wants to install.

Department Recommendation: Approval

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Funding is within the SPLOST V budget.

No

Amount Requested: \$115,000

Amount Budgeted: \$115,000 from SPLOST V for FY2016 only;

Fund Name and Account Number: SPLOST V

FY2017 and on to be budgeted accordingly

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Natalie Johnson Date: 4-20-16

County Manager Authorization: Randall Dowling Work Session Date: 4/26/2016

Comments: _____

Attachments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: EWSA Fire Hydrant IGA

DATE: 4/20/2016

RECOMMENDATION
 POLICY DISCUSSION
 STATUS REPORT
 OTHER

BUDGET INFORMATION:

ANNUAL- n/a

CAPITAL- n/a

COMMISSION ACTION REQUESTED ON: Work Session 4/26/2016 & Voting Session 5/5/2016

PURPOSE: To request approval of IGA between Etowah Water and Sewer Authority and Dawson County regarding the installation of fire hydrants.

HISTORY:

FACTS AND ISSUES: This item was discussed during the work session of March 24, 2016 and the voting session of April 7, 2016. During the voting session, the Board approved the IGA with a five year term, \$3,500 per hydrant for the initial installation, and \$4,500 per hydrant for additional hydrants after construction has been completed. That approved agreement was submitted to the EWSA for their review and approval. On April 12, 2016, EWSA approved another version of the IGA with the following major changes: 25 year term, \$5,000 per hydrant for the initial installation, and \$6,000 per hydrant for additional hydrants after construction has been completed. Attached are the Board approved IGA, the EWSA approved IGA, Water Main Replacement and Extension Programs, and additional fire hydrants the Emergency Services Department wants to install.

OPTIONS:

1. Approve the IGA
 2. Do not approve the IGA
 3. Modify the IGA
-
-

RECOMMENDED SAMPLE MOTION: Motional for approval of the Etowah Water and Sewer Authority Fire Hydrant IGA as presented.

DEPARTMENT:

Prepared by: _____

Director _____

INTERGOVERNMENTAL AGREEMENT WITH DAWSON COUNTY
CONCERNING NEW FIRE HYDRANTS

This agreement is hereby made this ____ day of _____, 2016, by and between Dawson County (hereinafter alternatively “the County”), a political subdivision of the State of Georgia, and Etowah Water and Sewer Authority (hereafter “EWSA”), a public authority of the State of Georgia.

WHEREAS, Dawson County provides fire protection for the citizens of the County and it otherwise promotes public health, safety, and welfare for its citizens; and

WHEREAS, EWSA is the water and sewer authority with the power and obligation to provide and distribute water to the citizens of Dawson County and has the resources to provide water to its citizens for, *inter alia*, the protection of residents and structures within the County; and

WHEREAS, EWSA and Dawson County recognize there is a need from time to time to upgrade and extend the existing water infrastructure to better serve the citizens of Dawson County; and

WHEREAS, installation of fire hydrants improves the level of service to water customers and improves the ISO rating for Dawson County and public safety; and

WHEREAS, Dawson County has the obligation to maintain fire hydrants owned by EWSA in its distribution of water to County residents pursuant to a certain Intergovernmental Agreement (“IGA”) between the parties dated June 14, 2014 and known as the “Splash Park” IGA; and

WHEREAS, the parties agree that it is in the best interests of the citizens of Dawson County and the users of EWSA’s system to provide for increased fire protection through the installation of new fire hydrants when water mains are extended or replaced by EWSA;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Term. This contract and agreement is entered into in accord with Article IX, Section III, Paragraph 1 (a) of the Georgia Constitution and shall continue for a period of twenty five (25) years unless otherwise terminated in accord with the terms hereof.

2. Obligations of EWSA.

Should Etowah Water and Sewer Authority during the term of this Agreement decide to install new water mains or replace existing water mains, EWSA shall notify the Director of Dawson County Emergency Services (hereinafter "Director") and shall provide said Director with copies of the construction plans. The Director shall have the option and opportunity to identify any number of fire hydrants and the locations desired by the County on the EWSA construction plans.

EWSA will size the mains for flows and fire protection and agrees to install fire hydrant tees and gate valves for each specified hydrant connection at the location(s) designated by the Director. Upon receipt of payment for the hydrants as specified below in Paragraph 3, EWSA will install the designated number of fire hydrants at the locations specified. EWSA shall comply with the standard specifications and details for installation and testing of fire hydrants as set forth in the "*Standard Specifications for Water Mains and Sanitary Sewers*" dated April 2012. EWSA shall promptly notify the County of any amendments to specifications and said specifications shall automatically be incorporated by this reference into this Agreement. EWSA shall permit Dawson County to test and inspect installed fire hydrants pursuant to this Agreement at any time upon five (5) day notice to EWSA. EWSA shall obtain a County right-of-way

encroachment permit from Dawson County if necessary and shall comply with all terms of the encroachment permit issued. EWSA shall be the owner of the fire hydrants.

EWSA reserves the right to upsize existing mains solely for the purpose of water quality and quantity. The cost of such upsizing, including any fire hydrant installation required for flushing and maintenance of the distribution system shall be EWSA's obligation. Moreover, should a water main replacement project impact existing fire hydrants, EWSA shall be obligated to bear any costs associated with the replacement of such existing fire hydrants. EWSA shall pay for any fire hydrants required for the normal operation and maintenance of the water distribution system.

3. Obligations of the County.

Should the Director specify desired locations for new fire hydrants per Paragraph 2 above, prior to construction of the water main specified EWSA shall invoice Dawson County for the new fire hydrants requested. Dawson County shall in the first five (5) years of this Agreement pay to EWSA \$5,000 per fire hydrant. The County shall pay to EWSA 75% of said sum within thirty (30) days of receipt of an invoice. EWSA is under no obligation to install any of the specified fire hydrants until receipt of such payment from the County. If the County fails to timely pay the invoices in full as presented, EWSA may nonetheless choose, but is under no obligation, to install tees and gate valves in the locations specified by the County. If the County subsequently requests the installation of fire hydrant(s) for which it did not pay after construction of the water main and installation of tees and gate valves by EWSA; the cost to install fire hydrants will be \$6,000 per fire hydrant. The County shall pay to EWSA 75% of said sum within thirty (30) days of receipt of an invoice. EWSA is under no obligation to install any of the

specified fire hydrants until receipt of such payment from the County.

Dawson County shall pay the remaining 25% of the total sum for fire hydrant installation upon completion of the installation by EWSA and inspection by the County. The inspection shall occur within ten (10) business days of notification of final installation by EWSA to the County and, assuming the hydrants are installed as per the specifications under the contract, the County shall pay the 25% retainage within thirty (30) days of receipt of invoice. If the hydrant(s) not be installed per specifications, EWSA shall correct any identified deficiency and not be entitled to payment of the retainage until such time as satisfactory installation is complete. Under the latter circumstances, payment of the retainage shall be made by the County within thirty (30) days of satisfactory correction of any deficiencies.

Also during the term of this Agreement, should the Director identify water mains whereon fire hydrant tees and gate valves have already been installed by EWSA but where there are no fire hydrants, the Director may request EWSA install fire hydrants per the procedure set forth herein. Under the latter circumstances, the post-construction rates for installation set forth above shall apply.

EWSA may increase the cost of fire hydrants every five (5) years based upon the five year average construction cost index factor for the Atlanta area. If EWSA decides to increase the costs of the fire hydrants in accord with the terms hereof, then EWSA shall provide Dawson County with written notice of any increase at least sixty (60) days before the increases becomes effective. The increased cost shall thereafter be effective without the necessity of amending this Agreement unless the County notifies EWSA within thirty (30) days of receipt of the notice of increased cost that the price increase is

unacceptable. If the County provides such notice, then the parties may negotiate a modification of this Agreement or terminate the Agreement per Paragraph 6 or agree to continue under the pricing terms of the then current Agreement.

Dawson County has express authority from EWSA to and shall perform maintenance work in connection with any new fire hydrants installed per the Intergovernmental Agreement (“IGA”) between the parties dated June 14, 2014 and known as the “Splash Park” IGA

4. Consideration.

The parties hereto acknowledge, consent and agree that the terms hereof have been entered into in exchange for good and valuable consideration between the parties.

5. Representations and Warranties.

The parties hereto represent and warrant that each party has full power, authority and legal right to execute and perform this contract and agreement and has taken all necessary actions to authorize the execution and performance of this contract and agreement. This contract and agreement accurately references the legal, valid and binding obligations of each party.

Each party shall act in good faith to give effect to the intent of this agreement and shall take actions necessary or convenient to consummate the purpose and subject matter of this agreement.

6. Termination and Modification.

(A) Either party may terminate this agreement if the other party fails to rectify a material breach of the terms hereof within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. The non-breaching party

shall be entitled, without further notice, to cancel that party's obligations pursuant to this Agreement without prejudice to any claim for damages, breach of contract or otherwise. The failure or termination of any portion of this Agreement shall not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement may no longer be performed. The following events shall constitute a "material breach" under this Agreement:

(a) The breach of any material representation or warranty set forth in this Agreement;

(b) Any material failure to comply with any provision or requirement contained or referenced in this Agreement;

(c) In the case of EWSA, a material failure to install hydrants requested at the locations requested in a workmanlike manner in conformity with specifications identified herein;

(d) In the case of the County a failure to timely pay in full for requested hydrants upon proper invoicing by EWSA.

(B) EWSA or the County may for any reason whatsoever terminate this Agreement for convenience by providing sixty (60) days written notice to the other party. Neither party shall incur any further obligation when the termination becomes effective. However, Dawson County shall pay all remaining obligations arising out of the terms of this Intergovernmental Agreement as per the Obligations set forth in Paragraph 3 for any fire hydrant installations requested prior to the effective date of termination, and EWSA shall complete all its Obligations per Paragraph 2 of this Intergovernmental Agreement .

This Agreement may otherwise be modified or terminated only by a written instrument executed by both parties hereto.

7. Notice.

Any notice or communication required or permitted in accord with the terms hereof shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address listed herein or to such other address as a party may furnish in writing. The notice shall be deemed received when delivered or signed for or on the third day after mailing if not signed as received.

Dawson County:

Dawson Co. Board of Commissioners

ATTN: Chairman
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Etowah Water and Sewer
Authority:

Etowah Water and Sewer
Authority
ATTN: Chairman
1162 Highway 53 East
Dawsonville, GA 30534

8. Assignment.

Neither party may assign or transfer this agreement without prior written consent of the other party.

9. Scope of Agreement.

This Agreement is not applicable to the extension or replacement of existing water mains pursuant to a private development project. Under such circumstances, the installation of fire hydrants and the costs thereof shall be the responsibility of the private developer.

10. Entire Agreement.

The contents hereof contain the entire agreement between the parties regarding the subject matter of this Intergovernmental Agreement.

11. Indemnification.

(a) To the extent permitted by Georgia law, the parties agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenant and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Agreement. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of same.

(b) Notwithstanding anything to the contrary in this Agreement the parties hereby confirm that the provisions of this Section shall survive the expiration or termination of this Agreement.

12. Governing Law and Severability.

This Agreement shall be construed and interpreted in accordance with Georgia law. If any sentence, phrase, provision, portion or clause of this Agreement should at any time be declared or adjudged invalid, unlawful, unconstitutional or unenforceable for any reason, said adjudication or declaration shall in no manner or way effect the other sentences, phrases, provisions, portion of clauses hereof, and all remaining portions shall remain in full force and effect.

13. Non-waiver.

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

This _____ day of _____, 2016.

**Dawson County
Board of Commissioners**

By: _____
Mike Berg, Chairman

Etowah Water and Sewer Authority

By: _____
Jim King, Chairman

ATTEST:

By: _____
**Danielle Yarbrough,
County Clerk**

ATTEST:

By: _____
**Name: Tony Kellar
Title: Secretary**

Version Approved by
BOC on 4-7-16

INTERGOVERNMENTAL AGREEMENT WITH DAWSON COUNTY
CONCERNING NEW FIRE HYDRANTS

This agreement is hereby made this ____ day of _____, 2016, by and between Dawson County (hereinafter alternatively "the County"), a political subdivision of the State of Georgia, and Etowah Water and Sewer Authority (hereafter "EWSA"), a public authority of the State of Georgia.

WHEREAS, Dawson County provides fire protection for the citizens of the County and it otherwise promotes public health, safety, and welfare for its citizens; and

WHEREAS, EWSA is the water and sewer authority with the power and obligation to provide and distribute water to the citizens of Dawson County and has the resources to provide water to its citizens for, *inter alia*, the protection of residents and structures within the County; and

WHEREAS, EWSA and Dawson County recognize there is a need from time to time to upgrade and extend the existing water infrastructure to better serve the citizens of Dawson County; and

WHEREAS, installation of fire hydrants improves the level of service to water customers and improves the ISO rating for Dawson County and public safety; and

WHEREAS, Dawson County has the obligation to maintain fire hydrants owned by EWSA in its distribution of water to County residents pursuant to a certain Intergovernmental Agreement ("IGA") between the parties dated June 14, 2014 and known as the "Splash Park" IGA; and

WHEREAS, the parties agree that it is in the best interests of the citizens of Dawson County and the users of EWSA's system to provide for increased fire protection through the installation of new fire hydrants when water mains are extended or replaced by EWSA;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Term. This contract and agreement is entered into in accord with Article IX, Section III, Paragraph 1 (a) of the Georgia Constitution and shall continue for a period of five (5) years unless otherwise terminated in accord with the terms hereof.

2. Obligations of EWSA.

Should Etowah Water and Sewer Authority during the term of this Agreement decide to install new water mains or replace existing water mains, EWSA shall notify the Director of Dawson County Emergency Services (hereinafter "Director") and shall provide said Director with copies of the construction plans. The Director shall have the option and opportunity to identify any number of fire hydrants and the locations desired by the County on the EWSA construction plans.

EWSA will size the mains for flows and fire protection and agrees to install fire hydrant tees and gate valves for each specified hydrant connection at the location(s) designated by the Director. Upon receipt of payment for the hydrants as specified below in Paragraph 3, EWSA will install the designated number of fire hydrants at the locations specified. EWSA shall comply with the standard specifications and details for installation and testing of fire hydrants as set forth in the "*Standard Specifications for Water Mains and Sanitary Sewers*" dated April 2012. EWSA shall promptly notify the County of any amendments to specifications and said specifications shall automatically be incorporated by this reference into this Agreement. EWSA shall permit Dawson County to test and inspect installed fire hydrants pursuant to this Agreement at any time upon five (5) day notice to EWSA. EWSA shall obtain a County right-of-way encroachment permit from Dawson County if necessary and shall comply with all terms

of the encroachment permit issued. EWSA shall be the owner of the fire hydrants.

EWSA reserves the right to upsize existing mains solely for the purpose of water quality and quantity. The cost of such upsizing, including any fire hydrant installation required for flushing and maintenance of the distribution system shall be EWSA's obligation. Moreover, should a water main replacement project impact existing fire hydrants, EWSA shall be obligated to bear any costs associated with the replacement of such existing fire hydrants. EWSA shall pay for any fire hydrants required for the normal operation and maintenance of the water distribution system.

3. Obligations of the County.

Should the Director specify desired locations for new fire hydrants per Paragraph 2 above, prior to construction of the water main specified EWSA shall invoice Dawson County for the new fire hydrants requested. Dawson County shall in the first five (5) years of this Agreement pay to EWSA \$ 3,500.00 per fire hydrant. The County shall pay to EWSA 75% of said sum within thirty (30) days of receipt of an invoice. EWSA is under no obligation to install any of the specified fire hydrants until receipt of such payment from the County. If the County fails to timely pay the invoices in full as presented, EWSA may nonetheless choose, but is under no obligation, to install tees and gate valves in the locations specified by the County. If the County subsequently requests the installation of fire hydrant(s) for which it did not pay but EWSA nonetheless chose to install the requested; the cost to install fire hydrants on those tees and valves will be \$4,500.00 per fire hydrant. The County shall pay to EWSA 75% of said sum within thirty (30) days of receipt of an invoice. EWSA is under no obligation to install any of the specified fire hydrants until receipt of such payment from the County.

Dawson County shall pay the remaining 25% of the total sum for fire hydrant installation upon completion of the installation by EWSA and inspection by the County. The inspection shall occur within ten (10) business days of notification of final installation by EWSA to the County and, assuming the hydrants are installed as per the specifications under the contract, the County shall pay the 25% retainage within thirty (30) days of receipt of invoice. If the hydrant(s) not be installed per specifications, EWSA shall correct any identified deficiency and not be entitled to payment of the retainage until such time as satisfactory installation is complete. Under the latter circumstances, payment of the retainage shall be made by the County within thirty (30) days of satisfactory correction of any deficiencies.

Also during the term of this Agreement, should the Director identify water mains whereon fire hydrant tees and gate valves were installed by EWSA prior to the effective date of this Agreement but where there are no fire hydrants, the Director may request EWSA install fire hydrants per the procedure set forth herein. Under the latter circumstances, the post-construction rates for installation set forth above shall apply.

EWSA may increase the cost of fire hydrants every five (5) years based upon the five year average construction cost index factor for the Atlanta area. If EWSA decides to increase the costs of the fire hydrants in accord with the terms hereof, then EWSA shall provide Dawson County with written notice of any increase at least sixty (60) days before the increases becomes effective. The increased cost shall thereafter be effective without the necessity of amending this Agreement unless the County notifies EWSA within thirty (30) days of receipt of the notice of increased cost that the price increase is unacceptable. If the County provides such notice, then the parties may negotiate a

modification of this Agreement or terminate the Agreement per Paragraph 6 or agree to continue under the pricing terms of the then current Agreement.

Dawson County has express authority from EWSA to and shall perform maintenance work in connection with any new fire hydrants installed per the Intergovernmental Agreement ("IGA") between the parties dated June 14, 2014 and known as the "Splash Park" IGA.

4. Consideration.

The parties hereto acknowledge, consent and agree that the terms hereof have been entered into in exchange for good and valuable consideration between the parties.

5. Representations and Warranties.

The parties hereto represent and warrant that each party has full power, authority and legal right to execute and perform this contract and agreement and has taken all necessary actions to authorize the execution and performance of this contract and agreement. This contract and agreement accurately references the legal, valid and binding obligations of each party.

Each party shall act in good faith to give effect to the intent of this agreement and shall take actions necessary or convenient to consummate the purpose and subject matter of this agreement.

6. Termination and Modification.

(A) Either party may terminate this agreement if the other party fails to rectify a material breach of the terms hereof within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. The non-breaching party shall be entitled, without further notice, to cancel that

party's obligations pursuant to this Agreement without prejudice to any claim for damages, breach of contract or otherwise. The failure or termination of any portion of this Agreement shall not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement may no longer be performed. The following events shall constitute a "material breach" under this Agreement:

(a) The breach of any material representation or warranty set forth in this Agreement;

(b) Any material failure to comply with any provision or requirement contained or referenced in this Agreement;

(c) In the case of EWSA, a material failure to install hydrants requested at the locations requested in a workmanlike manner in conformity with specifications identified herein;

(d) In the case of the County a failure to timely pay in full for requested hydrants upon proper invoicing by EWSA.

(B) EWSA or the County may for any reason whatsoever terminate this

Agreement for convenience by providing sixty (60) days written notice to the other party provided that the parties to this Agreement have completed and fulfilled any and all obligations for fire hydrant installation authorized pursuant to the terms of Paragraphs 2 and 3 above. In other words, neither party may terminate this Agreement pursuant to this section if there remain outstanding obligations hereunder. Neither party shall incur any further obligation when the termination becomes effective.

This Agreement may otherwise be modified or terminated only by a written instrument executed by both parties hereto.

7. Notice.

Any notice or communication required or permitted in accord with the terms hereof shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address listed herein or to such other address as a party may furnish in writing. The notice shall be deemed received when delivered or signed for or on the third day after mailing if not signed as received.

Dawson County:

Etowah Water and Sewer
Authority:

Dawson Co. Board of Commissioners

Etowah Water and Sewer
Authority

ATTN: Chairman
25 Justice Way, Suite 2223
Dawsonville, GA 30534

ATTN: Chairman
1162 Highway 53 East
Dawsonville, GA 30534

8. Assignment.

Neither party may assign or transfer this agreement without prior written consent of the other party.

9. Scope of Agreement.

This Agreement is not applicable to the extension or replacement of existing water mains pursuant to a private development project. Under such circumstances, the installation of fire hydrants and the costs thereof shall be the responsibility of the private developer.

10. Entire Agreement.

The contents hereof contain the entire agreement between the parties regarding the subject matter of this Intergovernmental Agreement.

11. Indemnification.

(a) To the extent permitted by Georgia law, the parties agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenant and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Agreement. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of same.

(b) Notwithstanding anything to the contrary in this Agreement the parties hereby confirm that the provisions of this Section shall survive the expiration or termination of this Agreement.

12. Governing Law and Severability.

This Agreement shall be construed and interpreted in accordance with Georgia law. If any sentence, phrase, provision, portion or clause of this Agreement should at any time be declared or adjudged invalid, unlawful, unconstitutional or unenforceable for any reason, said adjudication or declaration shall in no manner or way effect the other sentences, phrases, provisions, portion of clauses hereof, and all remaining portions shall remain in full force and effect.

13. Non-waiver.

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

This _____ day of _____, 2016.

**Dawson County
Board of Commissioners**

Etowah Water and Sewer Authority

By: _____
Mike Berg, Chairman

By: _____
Jim King, Chairman

ATTEST:

ATTEST:By:

**Danielle Yarbrough,
County Clerk**

By: _____
**Name: Tony Kellar
Title: Secretary**

Water Main Replacement Program

| | Road / Area | Cost | CIP Year Proposed | Fire Hydrants |
|--------------|--------------------------------|---------------------|-------------------|---------------|
| 1 | Nix Bridge Road - Phase I | \$ 492,979 | 2016 | 8 |
| 2 | Kilough Church Road - Phase I | \$ 692,851 | 2016-2017 | 14 |
| 3 | Nix Bridge Road - Phase II | \$ 634,530 | 2018-2019 | 21 |
| 4 | Blacks Mill Road | \$ 442,737 | 2019 | 12 |
| 5 | Overlook Road Area | \$ 716,506 | 2021-2022 | 19 |
| 6 | Couch Road | \$ 485,721 | 2021 | 15 |
| 7 | Elliott Road | \$ 455,281 | 2023 | 13 |
| 8 | Chestatee Point Road | \$ 367,571 | 2023 | 9 |
| 9 | Grant Road | \$ 574,447 | 2024 | 15 |
| 10 | Barker Road | \$ 441,086 | 2024 | 13 |
| 11 | Oak Grove Road | \$ 223,371 | 2025 | 6 |
| 12 | Honeysuckle Trail | \$ 92,502 | 2025 | 2 |
| 13 | Liberty Church Road | \$ 140,723 | 2025 | 3 |
| 14 | Sundown Road | \$ 115,172 | 2025 | 2 |
| 15 | Hickory Nut Trail | \$ 99,392 | 2025 | 2 |
| 16 | Kilough Church Road - Phase II | \$ 550,136 | 2025 | 15 |
| Total | | \$ 5,974,867 | | 170 |

Water Main Extension Program

| | Road / Area | Cost | CIP Year Proposed | Fire Hydrants |
|--------------|--------------------------------------|----------------------|----------------------|------------------|
| | SR53 - Lumpkin Campground | | | |
| 1 | Road to Gober Hill | \$ 677,099 | 2020 | 16 |
| | Lumpkin Campground Road - | | | |
| 2 | Phase I | \$ 1,513,419 | | 40 |
| | Lumpkin Campground Road - | | | |
| 3 | Phase II | \$ 855,780 | | 22 |
| | Lumpkin Campground Road - | | | |
| 4 | Phase III | \$ 529,771 | | 21 |
| | Thompson Road, Hugh Stowers | | | |
| 5 | Road to Grizzel Road | \$ 2,035,918 | | 35 |
| | Grizzel Road to Dawson Forest | | | |
| 6 | Road to Highway 9 | \$ 2,130,255 | | 33 |
| | Dawson Forest Road to Jewell | | | |
| 7 | Slaton Road to Highway 9 | \$ 893,907 | | 19 |
| | Goldmine Road, Nugget Ridge, | | | |
| 8 | Duck Thurmond Road | \$ 1,410,771 | | 35 |
| | Houser Mill Road | | | |
| 9 | | \$ 800,336 | | 26 |
| | SR183 to SR53 | | | |
| 10 | | \$ 346,951 | | 12 |
| | Juno Road From Duck Thurmond | | | |
| 11 | to SR53 | \$ 530,533 | | 11 |
| | Cowart Road - Crystal Falls to Kelly | | | |
| 12 | Bridge Road | \$ 969,474 | | 20 |
| | Cowart Road - Kelly Bridge Road | | | |
| 13 | to SR53 | \$ 1,329,775 | | 27 |
| | SR400 - Kilough Road to Lumpkin | | | |
| 14 | County Line | \$ 957,576 | | 32 |
| | Auraria Road | | | |
| 15 | | \$ 613,863 | | 21 |
| Total | | \$ 15,595,428 | | 371 |

Additional Fire Hydrants

Brooke Anderson

From: Tim Collins
Sent: Thursday, February 18, 2016 2:46 PM
To: banderson@etowahwater.org
Subject: Fire Hydrants

SysUserProp: 88334F2CCA0D8E51C8530404366F9B82

Brooke, Following is the location of stubbed-out Fire Hydrant and the size of the main feeding said area. All the fire hydrants are of 6" or larger main, but a few of the areas are feed with 3" or 4" water lines.

| <u>Valve Book Map Sheet</u> | <u>Location</u> | <u># of FH stubbed-out</u> | <u>Size of feed main</u> |
|---------------------------------------|---------------------------------|----------------------------|--------------------------|
| Phase 1 – Map 7 | Sundown S/D – Phase II | 4 | 6" |
| Phase 1 – Map 10F | Country Crossing S/D | 1 | 4" |
| Phase 1 – Map 10G | Country Crossing S/D – Phase II | 1 | 6" |
| Phase 1 – Map 12B | Northwood S/D | 4 | 6" |
| Phase 1 – Map 40A | Atlantis on Lanier S/D | 2 | 4" |
| Phase 1 – Map 47A | Longview S/D | 2 | 3" |
| Phase 1 – Map 53A | Sexton Corners S/D | 2 | 6" |
| Phase II – Ct. 1- Map 22A | Dawsonville Heights | 2 | 6" |
| Phase II – Ct. 2 – Map 11A | Southpointe (Waverly Court) S/D | 2 | 6", but off Kelley |
| Bridge Road (low volume and pressure) | | 15 | |

Please let me know if you have any questions.

Thanks,

Tim Collins
 Assistant General Manager



1162 Highway 53 East
 Dawsonville, GA 30534
 Phone: 706-216-8474 ext. 238
 Fax: 706-216-6170
timc@etowahwater.org
www.etowahwater.org

CONFIDENTIALITY NOTICE: This transmission may contain confidential information protected by state or federal law. The information is intended only for use consistent with the state business discussed in this transmission. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action based on the contents is strictly prohibited. If you have received this transmission in error, please delete this email and notify the sender immediately. Also please note that e-mail messages sent to and from Etowah Water and Sewer Authority may be subject to disclosure under the Georgia Open Records Act.