

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - TUESDAY, APRIL 26, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

NEW BUSINESS

1. Presentation of Request for additional funds to cover Juvenile Court court reporter expenses - Chief Judge Lindsay Burton

2. Presentation of Department of Family and Children Services Budget Amendment Request - DFCS Director Scott Wilbanks

3. Presentation of Invitation for Bid – Shoal Creek Parcel to Grow Crops - Purchasing Director Davida Simpson

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

4. Presentation of Bid #271-16 RFP Ambulances for DCES - Purchasing Director Davida Simpson

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

5. Presentation of Bid #268-16 RFP Heavy Equipment, #269-16 RFP Paving Equipment and #270-16 RFP Tractor & Mowing Equipment Maintenance and Repair Services - Purchasing Director Davida Simpson

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

6. Presentation of Request for Budget Amendment for Drug Testing for Volunteer Firefighters - Accounting & Budget Manager Natalie Johnson

7. Presentation of Bid #273-16 RFP Athletic Field Rehabilitation for Dawson County Parks and Recreation - Parks & Recreation Director Lisa Henson

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

8. Presentation of Traffic Signal Request for the intersection of State Route 53 and CVS Driveway - Public Works Director David McKee

9. Presentation of Bid #272-16 IFB Rubber Track Skid Loader - Public Works Director David McKee

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

10. Presentation of revised Etowah Water and Sewer Authority Fire Hydrant Intergovernmental Agreement - County Attorney Joey Homans

11. County Manager Report

12. County Attorney Report

Backup material for agenda item:

1. Presentation of Request for additional funds to cover Juvenile Court court reporter expenses - Chief Judge Lindsay Burton



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**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:

ANNUAL-
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. Presentation of Department of Family and Children Services Budget Amendment Request - DFCS Director Scott Wilbanks



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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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. Presentation of Invitation for Bid – Shoal Creek Parcel to Grow Crops - Purchasing Director Davida Simpson

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.

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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.

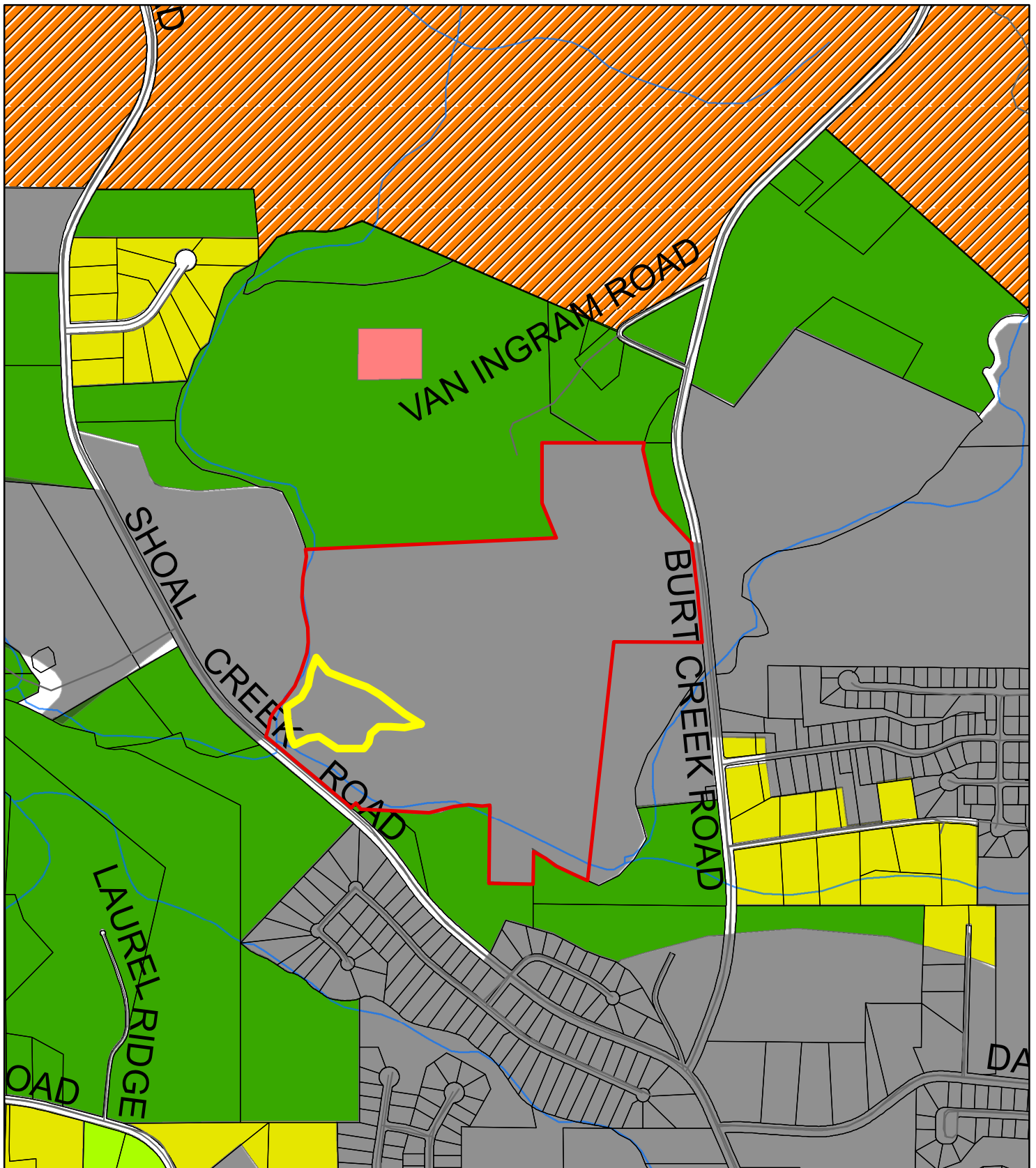
FACTS AND ISSUES: Both vendors are known residents of Dawson County who seek the use of the land for the purposes of growing crops (corn). The Wallace brothers offered the highest bid for the use of the land. Contract to be renewed on an annual basis for a term to be determined by the Board of Commissioners.

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

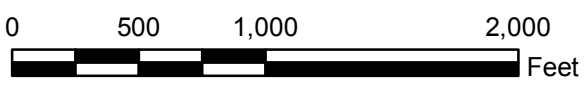
Director ____



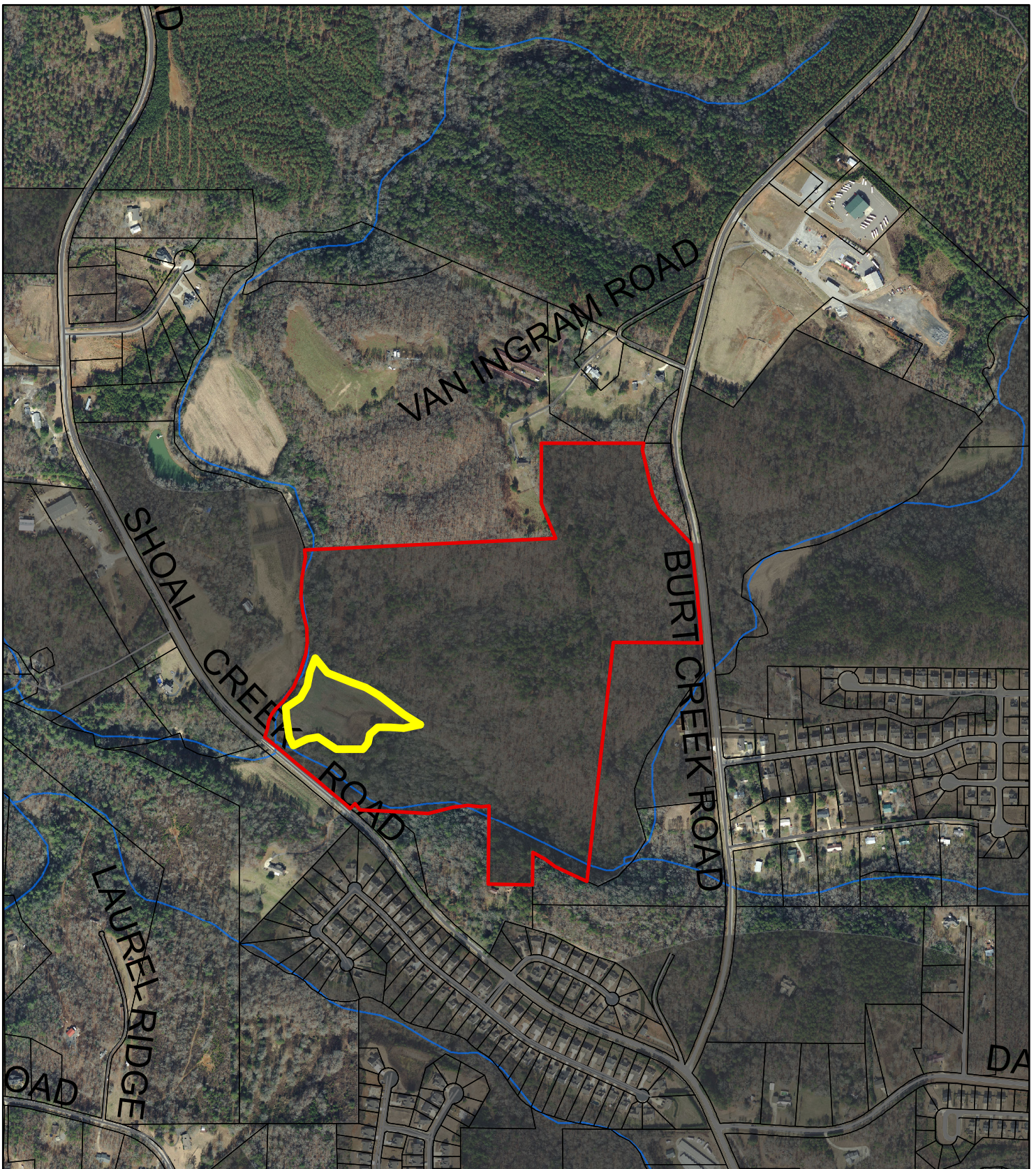
Legend

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-HR
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**

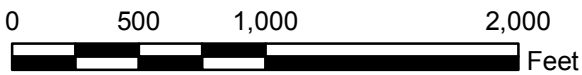


Parcel within City Limits



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

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



19

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. Presentation of Bid #271-16 RFP Ambulances for DCES - Purchasing Director Davida Simpson

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 ³⁵ 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. Presentation of Bid #268-16 RFP Heavy Equipment, #269-16 RFP Paving Equipment and #270-16 RFP Tractor & Mowing Equipment Maintenance and Repair Services - Purchasing Director Davida Simpson

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 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, 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.

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 #268-16 RFP Heavy Equipment Maintenance & Repair Services. 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 #268-16 RFP Heavy Equipment Maintenance & Repair Services. 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

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.

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.

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 #269-16 RFP Paving Equipment Maintenance & Repair Services. 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 #269-16 RFP Paving Equipment Maintenance & Repair Services. 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.

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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 #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

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. **#270-16 RFP Tractor and Mowing 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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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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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 #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
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)	Godfreyson Parts 30 days on labor

Do you accept Net 30 terms?

Yes

No

Jackie Townley
Authorized Signature

President
Title

Jackie Townley
Print Name

3-17-10
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 - Accounting & Budget Manager Natalie Johnson



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. Presentation of Bid #273-16 RFP Athletic Field Rehabilitation for Dawson County Parks and Recreation - Parks & Recreation Director Lisa Henson

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. Presentation of Traffic Signal Request for the intersection of State Route 53 and CVS Driveway - Public Works Director David McKee



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



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. Presentation of Bid #272-16 IFB Rubber Track Skid Loader - Public Works Director David McKee

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. Presentation of revised Etowah Water and Sewer Authority Fire Hydrant Intergovernmental Agreement - County Attorney Joey Homans



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)		<hr style="width: 50px; margin: 0 auto;"/> 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

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Backup material for agenda item:

12. County Attorney Report

Memorandum

To: Dawson County Board of Commissioners

Date: April 26, 2016

From: Joey Homans



Re: County Attorney Report

1. Regulating Outdoor Burning. A 2014 ordinance of the Board of Commissioners regulates outdoor burning. I am providing you a copy of the County's ordinance. The ordinance applies "only to open burning of waste hauled to the open burn via public right of way." No person shall cause, suffer, allow or permit open burning of waste hauled to the open burn via public right of way without obtaining a permit from the Georgia Department of Natural Resources in accord with O.C.G.A. § 12-6-90, et seq. and complying with the county ordinance. Any fire regulated pursuant to the ordinance must occur between the hours of 9:00 a.m. and 5:00 p.m. The ordinance contains other conditions.

The Fire Marshal or the County Marshal's office may cause any fire to be extinguished if the fire poses a danger to public safety or poses a danger to public or private property or creates environmental harm.

The ordinance does not apply to other fires.

2. Open Records Act Complaint-Hugh Stowers. I received a letter from the Attorney General's Office regarding an Open Records Act complaint Mr. Stowers submitted on April 18, 2016. Mr. Stowers initially sent an Open Records request on April 4. Danielle responded on April 5. I will respond to the Attorney General's Office in a timely manner.
3. City's Open Records Act Request-SPLOST distribution. I received a letter from the City attorney dated April 19. I responded on April 20 explaining that the County will need through April 30 to gather the documents requested. I am providing you a copy of the relevant page from the intergovernmental agreement for SPLOST V, which provides that after the bond indebtedness is satisfied, the County shall receive 90% of the sales and use tax proceeds and the City shall receive 10% of the sales and use tax proceeds each year until the Level One County Projects are paid and until such time as the City has received \$4,160,000.00. The SPLOST collections came in well below the estimates for SPLOST V. Therefore, the City will not receive \$4,160,000.00. However, the bond indebtedness was satisfied in 2015. Current calculations indicate that the City is entitled to \$142,718.91. These funds will be paid this week. After all Level One Projects have been paid, then if any amount remains, the City will be entitled to 14% of the amount remaining. The cost of completing the Level One Projects continues to be tallied, and no amount may remain after the Level One Projects have been paid. The Level One Projects for SPLOST V are the courthouse and administration building (estimated cost -\$50 million) and the sheriff's office (estimated cost-\$12.5 million). The total SPLOST funds collected did not equal \$62.5 million dollars.

4. Dawson Village Way Litigation. The hearing remains for May 2. However, the owner retained an attorney, and the attorney is preparing settlement documents that I expect to be executed and filed before May 2. The settlement agreement proposed by the owner is for the owner to repair the road as directed by the County to eliminate the public nuisance the road currently creates.
5. Dell Contract. Dell's attorney accommodated all requests and recommended changes submitted by the County. The final version of the contract should be placed on the next voting agenda.

Joey

Sec. 22-45. - Regulated outdoor burning.

- (a) This article shall apply in the unincorporated area of Dawson County and only to open burning of wastes hauled to the open burn via public right-of-way. No person shall cause, suffer, allow or permit open burning of wastes hauled to the open burn via public right-of-way without obtaining a permit from the Georgia Department of Natural Resources in accord with O.C.G.A. § 12-6-90, et seq., and complying with the terms of this article.
- (b) The following types of wastes shall be permitted within an open burn regulated by the terms hereof:
- Only wood waste consisting of trees, logs, brush, stumps relatively free of soil, and natural wood products free of wood preserving chemicals, paints, and other contaminants.
 - Fallen leaves, sawdust, or other densely packed wood wastes, and paper of any type may not be burned within an open burn regulated by the terms hereof.
 - Tires and other rubber products, plastics, heavy oils or asphaltic based or impregnated materials shall not be used to start or maintain the open burn.

Sec. 22-46. - Times for permitted fires.

All fires regulated pursuant to the terms hereof shall occur between the hours of 9:00 a.m. and 5:00 p.m. only. The fire shall be completely extinguished at all times other than from 9:00 a.m. until 5:00 p.m.

Sec. 22-47. - Limits—Conditions.

A fire regulated in accord with the terms hereof shall not be authorized when conditions are such that the burn may jeopardize the safety of life and/or property. No open burning in accord with the terms hereof shall be authorized when restrictions are imposed by a state or federal agency for any reason.

Sec. 22-48. - Control of outdoor burn.

The party in control of the premises where a permitted burn is located shall be responsible for complying with the terms hereof. All permitted burns shall be attended at all times by a competent person 18 years or older having the ability to extinguish the fire. The Fire Marshal or the Dawson County Marshal's Office shall be authorized to cause any fire to be extinguished if the fire is determined to 1) pose a danger to public safety or 2) pose a danger to public or private property or 3) create environmental harm.

Sec. 22-49. - Violations and penalties.

A person, firm or corporation who violates any provision hereof shall, upon conviction, be deemed guilty of violating a county ordinance and shall be subject to a fine of a \$1,000.00 for each violation.

In addition to, or in lieu of, the fines set forth herein, a civil penalty of \$100.00 for each violation after notice from Dawson County to the person or entity in control of the premises where the improper open burning occurs. A separate civil penalty shall be exacted for each day a violation occurs after notice thereof from Dawson County. These civil penalties shall be in addition to any other civil remedy available to Dawson County.

Sec. 22-50. - Enforcement.

The provisions of this article shall be enforced by the Dawson County Fire Marshal, the Dawson County Marshal's Office, and any law enforcement officer authorized to enforce Dawson County ordinances.



GEORGIA DEPARTMENT OF LAW

40 CAPITOL SQUARE SW
ATLANTA, GEORGIA 30334-1300

SAMUEL S. OLENS
ATTORNEY GENERAL

www.law.ga.gov
(404) 656-3300

Writer's Direct Dial:
404-656-5555
bbrowning@law.ga.gov

April 22, 2016

Via Email joey@fchhm.com

Joseph A. Homans, Esq.
Fox Chandler Homans Hicks & McKinnon LLP
P.O. Box 477
Dawsonville, GA 30534

Re: Open Records Act Complaint from Hugh Stowers regarding Dawson County
Board of Commissioners

Dear Mr. Homans:

I am writing to you in your capacity as the attorney for Dawson County. Our office received a complaint from Mr. Stowers dated April 18, 2016, alleging that Dawson County Board of Commissioners violated the Open Records Act by failing to provide records he requested, in violation of O.C.G.A. § 50-18-71, and failed to respond within three business days, in violation of O.C.G.A. § 50-18-71(b)(1)(A). I have enclosed a copy of the complaint and response provided by the County. Ms. Yarbrough responded to Mr. Stowers stating that the cost estimate to retrieve the records would be provided in 30 days. However, under the Act, the cost estimate must be provided within 3 days according to O.C.G.A. § 50-18-71(d).

Under Georgia law the Attorney General, as an independent constitutional officer, has the discretionary authority to enforce the Open Records Act and the Open Meetings Act. O.C.G.A. §§ 50-14-5(a) and 50-18-73(a). The Attorney General has chosen to exercise that discretion by establishing a mediation program where citizens may raise issues and concerns with us regarding the Acts and we will attempt to resolve disputes between citizens and local government. This office also reserves the right to pursue litigation in these matters where it deems doing so is appropriate.

I am not aware of all the circumstances surrounding the allegations, and I am not assuming the County violated the law. I ask that the County provide a response to Mr. Stower's allegations within the next ten days.

Thank you for your prompt attention to this matter.

Joseph A. Homans, Esq.
April 22, 2016
Page 2

Sincerely,



Brittanie D. Browning
Assistant Attorney General

Enclosures

cc: Mr. Hugh Stowers

April 18, 2016

800 Hugh Stowers Road
Dawsonville, GA 30534

Office of the Attorney General
40 Capitol Square, SW
Atlanta, GA 30334

To whom it may concern,

The purpose of this letter is to request assistance to have the Dawson County Board of Commissioners comply with the open records request.

Enclosed

1-My copy of a request for open records for a copy of the contract between Dawson County and Windstream Communications for telephone service and internet service, Dated December 21, 2015. Attached with this request is a copy of the contract with the date this contract was entered into left blank.

2-My copy of a request for open records dated April 4, 2015 for any and all communications and etc. along with other service providers that may have been solicited prior to the execution of the original contract.

3-After not receiving any form of communications from Dawson County Government on April 8, 2016 I realized I had placed the wrong year on my request.

4-My copy of a request like item three (3) with the proper date and a place for the county employee receiving this request to sign and date.

5-On April 9, 2016 I received the enclosed letter from the Dawson County Board of Commissioners which only states they need thirty (30) days to calculate an estimate of cost to retrieve those records. There is nothing stating their intent to comply with the Open Records Law.

Any assistance you can render will be appreciated.


Hugh Stowers



DAWSON COUNTY BOARD OF COMMISSIONERS

April 5, 2016

Mike Berg
Chairman

Sharon Fausett
Commissioner
District One

James Swafford
Commissioner
District Two

Jimmy Hamby
Commissioner
District Three

Julie Hughes Nix
Commissioner
District Four

Randall Dowling
County Manager

Danielle Yarbrough
County Clerk

Mr. Hugh Stowers
800 Hugh Stowers Road
Dawsonville, GA 30534

RE: Open Records Request

Mr. Stowers:

I have received your Open Records Request pertaining to the following information and in accord with O.C.G.A §50-18-71 provide this response within three business days of receipt of your request:

- Any and all communications (written, email, telephone notes) between Windstream and/or any other service providers that may have been solicited prior to the execution of the original contract with Windstream and Dawson County, dated from the original contract date with Windstream through the date of this request.

The records you request are unavailable within three (3) business days of receipt of request, but responsive records exist. Dawson County shall calculate an estimate of cost to retrieve those records and notify you of that amount within the next thirty (30) business days.

If you have any questions between now and then, please do not hesitate to contact me.

Thank you.

Handwritten signature of Danielle Yarbrough in cursive.

Danielle Yarbrough, County Clerk
Dawson County Board of Commissioners

Cc: File

DY/

Dawson County
Government Center
25 Justice Way
Suite 2313
Dawsonville, GA 30534
Phone 706-344-3501
Fax 706-344-3889



Dana B. Miles
dmiles@mhtlegal.com

April 19, 2016

VIA EMAIL: joey@fchhm.com
& US MAIL

Mr. Joseph A. Homans
Fox, Chandler, Hicks, Homans & McKinnon, LLP
P.O. Box 477
Dawsonville, GA 30534

Re: SPLOST V ORA and IGA request

Dear Joey,

Please allow this letter to serve as an Open Records Act request on behalf of the City of Dawsonville to Dawson County as we recently discussed related to SPLOST V. In addition, the documents requested below are records that the City is requesting pursuant to Article 7 of the Intergovernmental Agreement for SPLOST V between the City and the County dated August 27, 2007. The documents that the City would request are as follows:

1. SPLOST V audit opinion for 2009 through 2015.
2. Documents showing the total amount collected in SPLOST V by year for each year from 2009 to 2015.
3. Documents showing the amounts paid for by SPLOST V in detail by date, vendor/supplier/payee, amount and to which project the expense was allocated to (i.e. Courthouse and Administration Building).
4. Documents showing the total bonded amount, all bond costs and all bond payments made from SPLOST V by date, payee and amount.
5. Documents showing how the SPLOST V bond funds were invested and what they yielded at all times before the bond funds were actually used by the County to fund SPLOST V projects.
6. Documents showing or establishing the Sales Tax Account as required by Article 5 (b) of the Intergovernmental Agreement for SPLOST V between the City and the County and all activity in said accounts for 2009 through the present.

Mr. Joseph A. Homans
April 19, 2016
Page 2 of 2

7. Documents showing or establishing the Debt Service Account, County Account and City Account as required by Article 5 (b) of the Intergovernmental Agreement for SPLOST V between the City and the County and all activity in said accounts for 2009 through the present.
8. Documents showing the completion dates of the Courthouse and Administration Building and the Sheriff's Office, including but not limited to, copies of the Certificates of Occupancy

If possible, we would request a response by electronic means rather than paper. Thank you in advance for your anticipated cooperation in complying with this request.

Sincerely,



Dana B. Miles

DBM/rw
Cc: City of Dawsonville

ARTICLE 3.

PROJECT PROVISIONS

The City and the County agree, as follows:

(a) The Projects shall consist of "County Projects" and "City Projects." The County Projects, the City Projects and their estimated costs (including interest on any general obligation debt issued to fund such Projects) are set forth below:

<u>County Projects</u>	<u>Estimated Cost</u>
Roads, Streets and Bridges	\$10,000,000
Courthouse and Administration Building	50,000,000
Sheriff's Office	12,500,000
Recreational Facilities	5,000,000
Sewer Facilities	2,500,000
Library Facilities	3,000,000
Public Works Facilities	3,900,000
Public Safety Equipment	500,000

<u>City Projects</u>	<u>Estimated Costs</u>
Roads, Streets, Bridges and Sidewalks	\$2,110,000
Water and Sewer	2,000,000
Recreation	50,000

(b) The County shall own and operate the County Projects. The City shall own and operate the City Projects.

(c) The County shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the County Projects. In the event any of the County Projects exceed the estimated cost, the County shall be responsible for paying the excess cost from its general funds or from its portion of total SPLOST V proceeds which exceed \$87,400,000.00. The City shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the City Projects. In the event any of the City Projects exceed the estimated cost, the City shall be responsible for paying the excess cost from its general funds or from its portion of total SPLOST V proceeds which exceed \$4,160,000.00.

(d) The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. The City shall supervise or cause the supervision of the acquisition, construction and equipping of the City Projects.

ARTICLE 5.

DIVISION AND DISTRIBUTION OF SALES AND USE TAX; DEBT

(a) (i) The County shall be entitled to receive all of the Sales and Use Tax proceeds each year until such time as the County has received sufficient funds to pay the bonded indebtedness for that year for the Level One County Projects for the Courthouse and Administration Building and the Sheriff's Office (the total bonded indebtedness being \$60,000,000 to be paid over 6 years).

(ii) After the bond indebtedness for each year is satisfied, the County shall receive 90% of the Sales and Use Tax proceeds and the City shall receive 10% of the Sales and Use Tax proceeds each year until the Level One County Projects identified herein are paid and until such time as the City has received \$4,160,000.00. After the Level One Projects identified herein have been paid, if the City has not yet received \$4,160,000.00, then the County shall receive 86% of the Sales and Use Tax proceeds and the City shall receive 14% of the Sales and Use Tax proceeds each year until such time as the City has received \$4,160,000.00.

(iii) After the total revenue collection exceeds \$91,560,000, the County shall receive 95% of the Sales and Use Tax proceeds and the City shall receive 5% of the Sales and Use Tax proceeds.

(b) The Sales and Use Tax shall be collected by the County and shall be deposited into a special trust fund held separate and apart from all other funds of the County (the "Sales Tax Account"). Within the Sales Tax Account, the County shall create three subaccounts: the "Debt Service Account," the "County Account" and the "City Account." The County's Sales and Use Tax collections used to pay the principal of and interest on the Debt shall be deposited into the Debt Service Account, and the County's Sales and Use Tax Collections used to pay costs of the County Projects shall be deposited into the County Account. The City's Sales and Use Tax proceeds shall be deposited into the City Account. The County shall remit Sales and Use Tax collections to the City once a month each month that the City is entitled to receive moneys.

(c) The Debt shall be paid first from the County's Sales and Use Tax proceeds. In the event that there are insufficient proceeds to pay the Debt, the County shall pay any shortfall (the "Debt Service Payments"). The County covenants that it will exercise its power of taxation to the extent necessary to make the Debt Service Payments, and that it will make available and use for such Debt Service Payments all taxes levied and collected for that purpose together with funds received from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from its general fund until all payments so required to be made shall have been made in full. The obligation of the County to make the Debt Service Payments shall constitute a general obligation of the County and a pledge of the full faith and credit of the County.