

**REQUEST FOR QUALIFICATIONS  
GENERAL ENGINEERING SERVICES  
RFQ 21-001**

**Qualification Due Date and Time:**

May 4, 2021 at 4:30 P.M.

## I. INTRODUCTION & OVERVIEW

The City of Flemington is soliciting qualifications from qualified companies experienced in and able to provide on-call general engineering services for various City projects. The City seeks a company to provide engineering, management, support, and oversight to coordinate, plan, direct, control, and perform the scope of work listed below. The company shall provide qualified and experienced technical and professional personnel to perform duties and responsibilities as assigned.

This Request for Qualifications (RFQ) is an invitation by the City of Flemington for companies to submit an offer, which shall be subject to evaluation and subsequent discussion(s). All prospective companies will be afforded full opportunity to submit responses to this RFQ by submitting in the form and manner as indicated in this RFQ their interests, complete details on how they would provide the services, statements of experience and costs to provide the services, along with other requested information.

Submittal of a qualification does not create any right or expectation to a contract with the City of Flemington. The City reserves the right to reject any or all qualifications and the City further declares that it will incur no financial obligations for any costs by any company in preparation of their qualification.

This RFQ may use several words in an interchangeable manner and for purposes of this document are meant to have the same meaning:

- Company / proposer / potential proposer / offeror / firm / vendor / party all mean those private and governmental entities who are invited to submit a qualification in response to this RFQ.
- City and City of Flemington are used to reference the same entity issuing this RFQ.

Questions related to this RFQ should be submitted in writing to Paul Hawkins, Mayor via email to [flemington@coastalnow.net](mailto:flemington@coastalnow.net) . Please include the RFQ number, page and paragraph number in question in order to ensure that questions asked are responded to correctly.

The only official answers or positions of the City will be stated in writing and all answers will be available to all offerors. Companies are advised that from the date of the release of this RFQ until award of the contract, **NO** contact with City personnel or City officials is permitted, except as authorized by the contact person listed above. Any such unauthorized contact will result in the disqualification of the company's submittal.

Companies wishing to bid must submit complete and concise qualifications. The City of Flemington reserves the right to accept or reject any or all bids or any part thereof, to waive any technicalities, and to re-advertise,

as well as include other information as required in section 4.2 of this RFQ. Within the qualification package, companies shall submit **(8) copies and one digital copy on a flash drive of its technical qualification and its cost qualification**; both prepared according to the instructions provided in this RFQ. The City will evaluate all technical qualifications first and then evaluate the cost qualifications. An offeror may be eliminated based on its technical and/or cost qualification if deemed unresponsive at the sole discretion of the City.

The City must receive qualification packages **no later than 4:30 PM EST, March 26<sup>th</sup>, 2020**. The City will not consider qualifications received after the time and date specified for the opening; the City will return late qualifications unopened. Furthermore, qualifications are legal and binding when submitted. Qualifications will not be accepted if sent by facsimile or e-mail. Qualification packages must be mailed, or hand delivered to:

City of Flemington  
Mayor Paul Hawkins  
156 Old Sunbury Road  
Flemington, GA 31313

The City, at its sole discretion, may short-list companies that the City deems best meet the requirements, taking into consideration all criteria listed in the RFQ. The City may, at its sole discretion, ask for formal presentations from all the responsive and responsible companies, or only from those companies that are short-listed.

All qualifications at an appropriate time may be subject to public inspection under Georgia law. All qualifications submitted in response to this RFQ will become the property of the City of Flemington and a matter of public record. Companies must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure. Any company claiming such an exemption must also state in its qualification that the company agrees to hold harmless, indemnify and defend the City and its agents, officials and employees in any action or claim brought against the City for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a request. Any company failing to include such a statement shall be deemed to have waived its right to an exemption from disclosure.

If awarded, the company awarded the contract must provide proof of liability insurance, along with any other required insurance coverage and evidence of a business or occupational license, as outlined in the RFQ.

The City reserves the right to waive any informalities or irregularities of qualifications, to request clarification or information submitted in any qualification, to request additional information from any company, or to reject any or all qualifications and to re-advertise for qualifications. The City also reserves the right to extend the date or time scheduled for the opening of qualifications.

To ensure the proper and fair evaluation of qualifications, except as expressly authorized herein, the City prohibits any communication regarding this solicitation, initiated by a proposer or its agent with a City elected official or employee of the City evaluating or considering the qualification during the period of time following the issuance of the RFQ, the opening of qualifications and prior to the time a final decision has been made with respect to the Contract award. Unauthorized communication by a proposer may disqualify the proposer from consideration.

Thank you in advance for your interest in providing services to the City of Flemington, Georgia.

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## II. BACKGROUND

### 2.1. Overview of the City

The City of Flemington is a community of approximately 1,000. Flemington currently covers approximately 4.7 square miles.

The City limits last expanded in 2014 when additional parcels from the City of Hinesville were annexed into the City. The median age in Flemington is 34 years old and the median household income is \$48,007.

The community offers a variety of distinct neighborhoods and housing stock. Its older single-family homes generally have large lots with old growth trees and the newer single-family homes have more dense character with smaller trees.

The City is approximately seventy-five percent (75%) forested, twenty-one percent (21%) single-family residential and four percent (4%) commercial in terms of land use. More than 300 new single-family homes have been built in the past 5 years.

The City has an updated Comprehensive Plan that covers the entire City. Guided by the Comprehensive Plan. The City has implemented development impact fees and is in the process of updating its development ordinances.

## III. SCOPE OF WORK REQUESTED

### 3.1 Proposed Scope of Work

Under the guidance of the City of Flemington Mayor and Council, it will be the responsibility of the selected company to prioritize, plan, organize, staff, direct, coordinate, review, and budget activities associated with general engineering. The expectation is that selected companies will provide the technical skills necessary for capital improvement or maintenance projects or evaluate such projects on very short-notice, and on an as-needed basis, as determined by the City. Some projects may involve Federal, State or County grant funding in addition to City funding which may include additional reporting requirements.

### 3.2 Program/Project Management

Services provided shall include, but not be limited to, the following:

- Assist City of Flemington Mayor and Council in developing priorities for the capital program, to include adjusting the program to add projects as they are identified.
- Develop a program management plan for all projects.
- Maintain the budget and schedule; this includes establishment of project management protocol on appropriate software and detail for management and coordination of all managed projects.
- Provide detailed forecasting and reporting to the Mayor and Council on performance, deadlines, and budgetary considerations; including estimations of post-construction maintenance costs for consideration.
- Coordination with the City's annual budget process, long-term capital improvement planning, and

applicable grants administration.

- Coordination and management of all project phases, completion of design, engineering, environmental considerations, utilities, permitting, bidding, procurement, construction through contract closeout, and financial reporting of improved capital assets.
- Assistance with grant administration and compliance through entire lifecycle of grant.
- Utilization, coordination, data entry, and verification of City scheduling, staffing, project management, and financial systems so that up-to-date information is available to applicable City staff and mayor and city council.
- Responsible for providing weekly updates to Mayor and/or City Clerk, as well as quarterly and ad hoc reports to the Mayor and City Council.
- Construction inspection services, either directly or through coordination thereof, on behalf of the City.
- Work with Mayor and City Council to provide communication to the public regarding project status; prepare and attend city council workshops, meetings, and other applicable public hearings; articulate program accomplishments to City staff, Mayor and City Council, and the public.
- Must have ability to render services five (5) days per week with on call services available up to seven (7) days per week, if needed.

### **3.3 Pre-Construction Services**

Required to include pre-construction contractor management in areas such as engineering, architecture, landscape architecture, land surveying, environmental compliance, technical management, and administrative services. Additionally, the selected project management company will provide qualified technical and professional personnel to perform to City standards and procedures as assigned. The City may elect to expand, reduce, or delete the extent of each work element listed below or add work elements as needed:

- Expected to offer recommendations on scheduling and phasing of projects.
- Provide coordination and support of permit applications; must have the ability to coordinate, negotiate and resolve all issues with permitting agencies.
- Provide coordination of structural reviews, manage independent reviews of designs of buildings, major retaining walls, etc. to verify design integrity, cost-effectiveness, and conformity to current design.
- Provide utility coordination for all projects. Expected to identify and manage utility conflicts early in the project lifecycle to avoid or minimize cost to the City or to avoid schedule delays.
- Coordinate engineering support for limited construction plans and bid documents for minor projects including, but not limited to, drainage improvements, sidewalks, etc.

### **3.4 Construction Services**

Responsible for construction management of the entirety of managed programs and/or projects, including change order management, contractor management, administration, construction, engineering, inspection and management of materials, and compliance with city codes, standards and procedures as well as close out services for all projects that meet the standards of any grant awards. Additional construction services will include the following:

- Prepare or validate construction cost estimates based on preliminary plans and prepare final estimates for engineers along with cost comparisons.
- Prepare and/or review bid documents and manage bid process for all projects. Responsible for ensuring compliance to all applicable federal, state, and local procurement laws.
- Schedule and conduct pre-construction conferences with contractors, utilities, and other appropriate parties.
- Receive, review, and archive all submittals, including schedules, shop drawings, engineering and architectural plans, and erosion control plans.
- Provide experienced project staff whose duties will include day-to-day decisions on plans, construction acceptability, direction to the contractor's superintendent, and supervision and assignment of inspection and testing personnel.
- Maintain detailed and accurate records of contractors' operations and significant events that affect work.
- Provide complete contract administration, management, and documentation of the projects, including providing and maintaining all emails, letters, submittals, reports, resolution of problems, etc.; these records shall be provided to the City during project closeout.
- Assist Mayor and City Council and City staff in responding to all public inquiries during design and construction.

### **3.5 Post Construction Closeout**

- Provide City with all necessary documentation and records of program activities, including all audit records.
- Provide all operation manuals and guarantees associated with Capital program.
- Provide City with all as-built and record drawings associated with Capital program.
- Ensure all warranty management related items have been satisfied.
- Notify appropriate agencies (GDOT, etc.) of project close and provide agencies with all necessary/required documentation and final payments to fully closeout project.
- It is expected that the City is provided with a completed project closeout package including all the necessary documentation and activities listed above.
- Convene a final program management closeout meeting with City Mayor; all projects documents will be provided to the City during this meeting.

<h2><b>IV. INSTRUCTIONS TO COMPANIES</b></h2>
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### **4.1. Qualification Submission**

Each qualification shall be prepared simply and economically, providing straightforward and concise delineation of the Company's capabilities to satisfy the requirements of this RFQ. Emphasis in each qualification must be on completeness and clarity of content. To expedite the evaluation of qualifications, it

is essential that companies follow the format and instructions contained herein. The City factors the qualification itself when considering the Company's ability to deliver high quality services.

All prospective proposers shall thoroughly examine and become familiar with this RFQ and carefully note the items, which must be submitted with the Qualification. Submission of a Qualification shall constitute an acknowledgment that the Proposer has read and understands the required Qualification Documents. The failure or neglect of an offeror to receive an addendum or examine fully the RFQ Document shall in no way relieve it from any qualification submission requirements.

#### **4.2. Qualification Format**

The outside of the qualification envelope must be clearly labeled with the Company's name, address, contact information and labeled RFQ 21-001 GENERAL ENGINEERING SERVICES PROCUREMENT QUALIFICATION. The qualification envelope must only contain eight (8) copies and one digital copy on a flash drive of the Company's response.

The City expects qualifications to be well organized. Companies shall use tabs clearly marking the section headings of the qualification. The qualification must include a Table of Contents and number the sections in the sequence as indicated below. Failure to follow the qualification format and content requested by this RFQ may result in qualification disqualification.

### *Qualification*

#### **A. Technical Portion of Qualification**

**Section I. Transmittal Letter.** A letter of transmittal that provides the following information must accompany the technical qualification:

- Identify the submitting organization. All Qualifications must contain the name and business address of the individual, company, corporation, or other business entity submitting the Qualification and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Proposer, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Proposer with respect to the contents of the subject Qualification Documents so signed by him or her. If the Proposer is an LLC, the Proposer should submit with its Qualification its Articles of Organization or other evidence satisfactory to the City, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Qualification is authorized to bind the LLC.

If the Proposer is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Proposer to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Proposer having an ownership or management position with the Proposer.

If the Proposer is a corporation or other state-chartered business entity, the City reserves the right to require the Proposer to submit to the City at any time, the name and business address of each officer, director, and holder of ten percent (10%) or more of the stock or other ownership interests of such corporation or other business entity. If the Proposer is a corporation, the Qualification should have the corporate seal affixed and include the name of the state in which it was incorporated. If the Proposer is a foreign corporation or other state-chartered business entity and is the successful



Proposer, the Proposer will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Proposer elects to use a fictitious name in its Qualification, a copy of the Proposer's fictitious or DBA name registration should be provided to City.

- Identify the name, title, telephone and an e-mail address of the contact person of the organization.
- Include a statement acknowledging no qualification may be withdrawn for a period of one hundred-twenty (120) days after the time and date of qualification opening.
- Other executive summary statements.
- The transmittal letter should be no more than 1 ½ pages long.

## ***Section II. Corporate Background and Qualifications***

This section shall include information on the company's corporate organization (history, size, mission and vision statements), experience, and skills regarding the company's record of accomplishment, reputation, and past performance in providing services to municipalities of similar or larger size and indicate the capabilities for the successful completion of this work. Also include the company's Dun & Bradstreet rating. Other financial ratings may be included. The City reserves the right to verify Proposer's financial statements and information provided to ensure that Proposer has the necessary financial resources to perform the contract in a satisfactory manner.

Additionally, companies shall provide information pertaining to the following:

- Describe attributes, special capabilities, techniques, or resources that make the company uniquely qualified to provide requested services.
- Discuss the company's involvement with similar projects at the federal, state, and/or local government levels.
- State whether the Proposer has any pending litigation and state whether the company has had any litigation in the last five (5) years and the outcome of such litigation.
- Describe the "back office" attributes, capabilities, and resources that will support the staff positioned at the City.
- Provide the City with a high-level organizational chart and provide resumes or professional profiles of key corporate personnel.

## ***Section III. Response to Scope of Work Requested***

Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFQ. Companies shall respond in detail to the requirements listed and shall address each listed item in order as it appears, in the of the Scope of Service. Companies should not merely affirm an item but rather expand (concisely) how each scope of work item will be addressed throughout the duration of the Contract and key performance indicators to measure the company's performance in a contract with the City for each item. Failure to address any item listed below may result in rejection of qualification. Additionally, provide the following information in this section of the qualification:

- Describe your company's approach and methodology to ensure delivery of high-quality services.
- Describe your company's methodology to ensure collaboration with City staff to research, evaluate, and, if authorized, implement efficiency and cost-saving improvements.
- Describe your company's approach to maintaining appropriate and timely communication with the City Mayor and Council requests.
- Describe your company's methodology for addressing transition issues at both the beginning and conclusion of a contract with the City.
- Describe the approach to ensure staff is adequately trained and up to date at the beginning of the

contract, as well as your methodology for ensuring staff stays up to date throughout the term of the contract.

- Explain the Company’s practices for ensuring a drug-free workplace.

**Section IV. References**

Companies shall submit a minimum of five (5) references for its performance of similar services to other cities. No more than 30% of the references may be outside of the State of Georgia. Companies must also provide a complete list of clients during the last three (3) years for which services comparable in scope and size to those requested in this RFQ have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

**Section V. Required Forms**

The City requests companies to complete, sign and return as a part of the qualification an executed Qualification Submission Form (Attachments to this RFQ).

**Section VI. Optional Materials**

Each Proposer may, but is not required to, include **limited** other materials the company deems necessary to illustrate its qualifications, such as one corporate promotional brochure and/or its latest annual corporate report.

**B. Cost Portion of Qualification**

**Cost Qualification Format**

Qualification costs must include all fees, charges, surcharges, and rate adjustment plans including CPI and fuel adjustment plans. Offeror can include ideas or options to the City as long as they are listed separately.

Additional services:

Offeror may include rates and services that offeror desires to offer the City in addition to the base services requested in the RFQ.

**Acknowledgement of Insurance Requirements**

By signing its qualification, the Offeror acknowledges that it has read and understands the insurance requirements for the RFQ. The Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted: otherwise, the City may rescind its acceptance of the Offeror’s qualification.

<b>COVERAGES</b>	<b>LIMITS OF LIABILITY</b>
Worker’s Compensation	Statutory
Employer’s Liability	\$1,000,000
Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each person
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$10,000,000 each occurrence

**Payment and Performance Bond**

Upon award of contract the Offeror shall furnish the City a Payment and Performance Bond for the faithful performance of this agreement and all obligations arising hereunder in the amount of Twenty-five Thousand

Dollars (\$25,000). It shall be executed by a surety company licensed to do business in the State of Georgia.

## V. EVALUATION CRITERIA FOR SELECTION

### **5.1 Statement of Qualifications and Approach**

To be considered, a company must have expertise in program management services in a municipal setting. The company must be able to provide references from other municipalities or government agencies where similar work was performed.

### **5.2 Evaluation Criteria**

All qualifications submitted will be evaluated using the following criteria:

#### **A. Compliance with the RFQ**

Clarity and quality of the qualification. Proposers are requested to facilitate efficient evaluation of qualifications by adhering strictly to the City's response format and limiting standard marketing materials. The Offeror's qualification is compliant with all the requirements of the RFQ including all attachments and addendum.

#### **B. Understanding of the Needed Services**

Responsive approach(s) as presented in the qualification and the congruency and perceived effectiveness of the qualification.

#### **C. Services to be Provided**

Quality of staff, relative and relevant experience and provision of support services, vehicles and equipment; database management and reporting techniques.

#### **D. Company's Qualification**

Company's performance as based on checks of references submitted detailing work with other current or past clients in the public sector.

#### **E. Cost and Fee Qualification**

Cost proposal must be submitted in the format identified and must include all charges for providing the service, any expense reimbursements, and/or pass-through provisions and profit ratio.

Specifically, the following factors will be considered as A. through E. above is evaluated, in the form of answers to the following questions shall be answered:

- (a) Can the Offeror respond to customer service complaints in a timely manner?
- (b) Does the Offeror have the ability, capacity, skill and financial resources to provide the requested service?
- (c) Can the Offeror produce the required outcomes in this RFQ?
- (d) Has the Offeror performed satisfactorily in previous contracts of similar size and scope?  
Include a list of contracts of similar size and scope with the City's name, address, contact person, phone number, and email address.

## VI. TIMETABLE FOR SUBMISSION

The City must receive qualification packages no later than **4:30 pm EST, March 26<sup>th</sup>**, at which time all technical qualifications will be publicly opened. The City will not consider qualifications received after the time and date specified for the opening; the City will return late qualifications unopened.

The City shall not consider a postmark date on the qualification package but shall be guided to determine if the deadline has been met based on the physical receipt of the qualification package by the City Clerk.

Responses to this RFQ may be modified or withdrawn by written or e-mail notice **prior** to the deadline date and time specified for receipt of qualifications. Telephone withdrawals are not permitted. No qualification may be withdrawn after the qualifications are opened.

If a company no longer believes it can fulfill its qualification after the RFQ submission deadline, but before the intent to award is announced by the City, it may submit a letter so stating its inability to perform its qualification. The company will be removed from further consideration by the City, however depending on the reason for not being able to fulfill the qualification, the City reserves the right to also deem the company ineligible for consideration for providing any other RFQ submission for any other services for no less than two years.

## **VII. PRE-CONTRACTUAL EXPENSES**

Any cost incurred by the proposer in preparation, transmittal, presentation of any qualification or material submitted in response to this RFQ shall be borne solely by the proposer. The City of Flemington shall not, in any event, be liable for any pre-contractual expenses incurred by any proposer. In addition, no proposer shall include any such expenses as part of its price proposed.

## **VIII. COMPANY'S INDEPENDENCE**

The successful company awarded a contract shall be and will be required to acknowledge as part of the contract that the company is independent of the City and accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for worker's compensation, Social Security, unemployment benefits, health benefits, sick leave or other employee benefits now and hereinafter imposed under any State or Federal law which are measured as wages, salaries or other remuneration paid to persons employed by company on work performed under the terms of a Contract.

The Company will be required to defend, indemnify and hold harmless the City from any claims or liability for such contributions or taxes.

Nothing in a contract with the City, nor any act of the City, or company, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the City.

### **8.1 Sub-Company and Joint Ventures**

A joint venture or the use of any sub-company must be clearly explained in the primary company's qualification. The explanation shall include why there is a joint venture and/or use of sub-companies. Use of sub-companies must be clearly explained in the qualification. A joint venture of two companies requires each of the companies to sign the qualification.

## **IX. LAWS OF GOVERNANCE**

The selected company will be required to comply with all existing State and Federal laws including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of Flemington. Company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this Contract.

The City strongly encourages the participation of minorities and women; however, no minority and women business enterprise participation or employment goals have been specifically established as part of the evaluation process for this RFQ.

## **X. RESERVATION OF CITY RIGHTS**

- The City of Flemington reserves the right to withdraw or reject any and all qualifications received in response to this RFQ and to re-advertise for new submittals. Further, the City expressly reserves the right to postpone the opening of qualification for its own convenience and to reject any and all qualifications in response to this RFQ without indicating any reasons for such rejection(s).
- Waive or modify any irregularities in qualifications received after prior notification to the company.
- Request and consider the submission of qualification modifications at any time before the award is made, if such is in the best interest of the City.
- Request clarification and/or additional information from proposers during the evaluation process.
- Negotiate with the selected consultant to include further services not identified in this RFQ.
- In the event of contract termination, enter into contract negotiations with other qualified companies that submitted acceptable qualifications, rather than redoing the qualification process for the project.
- The City of Flemington reserves the right to accept or reject any or all bids or any part thereof, to waive any technicalities, and to re-advertise.

## **XI. EXPIRATION OF THE QUALIFICATION**

By submitting a qualification, and if awarded a contract, the successful company agrees to enter into the City of Flemington's standard *Professional Services Agreement*, in which the content shall be agreed upon by both parties.

The company's qualification shall not be revocable for 120 days following the response deadline indicated in the RFQ. The City of Flemington reserves the right to waive any defects in the offer of any vendor, to reject any or all offers and to request additional information from any or all vendors.

**End of Main RFQ—Attachments Follow**

# **ATTACHMENTS**

**PROSPOSAL SUBMISSION FORM  
RFQ 21-001 GENERAL ENGINEERING SERVICES**

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

*This form shall be completed and attached as the first page of the Proposal*

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City’s evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the RFQ.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by the City.

The undersigned further agrees that, in the case of failure or refusal on its part to execute a contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required, the Proposal award may be withdrawn and offered by the City to the next ranked Proposer, or the City may re-advertise for Proposals.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number):

Addendum Number	Date

# PROSPOSAL SUBMISSION FORM

Page Two

It shall be the responsibility of each Proposer to visit the City's website to determine if the City issued addendum(s) and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

The Company agrees to provide all services as described in this document for the amount listed in its cost proposal.

Legal Business Name	
Federal Tax ID	
Business Address	
Authorized Company Representative's Signature	
Printed Name of Signatory	
Telephone Number	
Fax Number	
Email Address	



## SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20xx, by and between [insert company name] (hereinafter "Contractor"), address of [insert company street address] and the City of Flemington, Georgia, a municipal body politic and corporate, (hereinafter "City of Flemington").

### WITNESSETH:

**WHEREAS**, Contractor is engaged in the business of providing [INSERT service description -IN A FEW WORDS]; and

**WHEREAS**, City of Flemington has a need to acquire the services described in the Scope of Services AND/OR Contractor Proposal attached hereto as Exhibit A (hereafter "Services"); and

**WHEREAS**, Contractor is willing and able to render the Services and wishes to perform the Services for City of Flemington; and

**WHEREAS**, City of Flemington wishes to acquire the Services from Contractor;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

Contractor hereby agrees to render the Services to City of Flemington as set forth in the Scope of Services AND/OR Contractor Proposal attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of a "*full time coordinator*"/*whatever title applies* or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. Fee. As consideration for the Services, City of Flemington shall pay to Contractor the fee described in Exhibit B, attached hereto and incorporated herein by this reference.

b. Manner of Payment. As described in Exhibit B.

3. **Relationship of Parties.**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City of Flemington and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar

arrangement between City of Flemington and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of City of Flemington including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for City of Flemington.

#### **4. Term.**

This Agreement shall become effective as of the date of its execution and terminate without further obligation of the City on June 30, 2022. The term of the contract will be contingent upon annual appropriations of funds by the City of Flemington City Council. Thereafter, the contract shall have automatic one (1) year renewals for an additional calendar yearly terms not to exceed 4 years unless otherwise terminated by the City no later than sixty (60) days prior to the conclusion of the year of execution or any renewal year.

#### **5. Termination.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If City of Flemington fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If City of Flemington or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated without cause by the City upon written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

#### **6. Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to City of Flemington all property relating to the Services and any work product (as defined below), patents or copyrights covered by this Agreement. Work Product shall

include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof. Contractor shall promptly deliver an inventory of any contractually required supplies acquired on behalf of the City under the Agreement for confirmation if payment has or has not already been made by the City, before ownership of said supplies is declared. Possession will then be taken by the party having paid for the supplies.

7. **Standard of Performance and Compliance with Applicable Laws.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to City of Flemington, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT G, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest.**

Contractor warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and
- d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to City of Flemington including, but not limited to, information concerning City of Flemington, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to

allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify, and hold harmless the City of Flemington, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit H and incorporated herein by this reference.

11. **Non-Discrimination**

During performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

12. **Assignment.**

Contractor shall not assign this Agreement, or the rights and obligations created herein without the prior express written consent of City of Flemington. Any attempted assignment by Contractor without the prior express written approval of City of Flemington may, at City of Flemington's sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

13. **Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by

certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to City of Flemington:  
to:**

**With copies**

Mayor Paul Hawkins  
156 Old Sunbury Road  
Flemington, Ga 31313

Craig Stafford  
City Attorney  
128 South Main St  
Hinesville, GA 31313

**If to Contractor:**

**With copies to:**

[INSERT INFORMATION FOR CONTRACTOR]

14. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Liberty County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

15. **Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. **Force Majeure.**

Neither Party will be liable to the other Party for failure to perform any of its obligations under this Agreement to the extent such performance is hindered, delayed, or prevented by Force Majeure.

A Party which is unable, in whole or in part, to carry out its obligations under this Agreement due to Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notification with full particulars of the event or occurrence, is required as soon as reasonably possible.

A Party claiming Force Majeure will diligently use all reasonable efforts to remove the cause, condition, event or circumstance of such Force Majeure, will promptly give written notice to the other Party of the termination of such Force Majeure, and will resume performance of any suspended obligation as soon as reasonably possible after termination of such Force Majeure.

For purposes of this Agreement, “**Force Majeure**” will mean causes, conditions, events or circumstances which are beyond the reasonable control of the Party claiming Force Majeure. Such causes, conditions, events and circumstances will include acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, arrests and restraints of the Government, either federal or state, inability of any Party hereto to obtain necessary materials or supplies at market costs or permits due to existing or future rules, orders and laws of governmental authorities (both federal and state), interruptions by government or court orders, present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, sabotage will be considered Force Majeure if the Party claiming Force Majeure has not

caused the condition and the cause of the condition was out of the control of such Party Force Majeure could include any other causes, whether of the kind herein enumerated or otherwise not within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to overcome.

17. **Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to City of Flemington of the claim and the intent to initiate a civil action.

18. **Severability**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

19. **Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

20. **Headings.**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

21. **Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Service Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

22. **Copyright, Trademark and Patent Indemnification.**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless City against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

23. **Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto, acting through its duly authorized agents, have signed and sealed this Agreement.

**CITY OF FLEMINGTON, GEORGIA**

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

Date of Execution: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

(SEAL)

\_\_\_\_\_  
Contractor Company Name

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

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

ATTEST:

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

(SEAL)

\_\_\_\_\_  
Witness

## **EXHIBITS**

<b>EXHIBIT A</b>	Scope of Services AND/OR Contractor Proposal
<b>EXHIBIT B</b>	Fee Schedule
<b>EXHIBIT C</b>	Certification of Contractor - Georgia Security and Immigration Compliance Act
<b>EXHIBIT D</b>	Certification of Sponsor Drug-Free Workplace
<b>EXHIBIT E</b>	Affidavit Verifying Status for City Public Benefit Application
<b>EXHIBIT F</b>	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
<b>EXHIBIT G</b>	Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964
<b>EXHIBIT H</b>	Insurance Requirements



**EXHIBIT A**

**SCOPE OF SERVICES AND/OR**

**CONTRACTOR PROPOSAL**

**ATTACHED OR DETAILED ON THIS PAGE**

**EXHIBIT B**

**FEE SCHEDULE**

**ATTACHED OR DETAILED ON THIS PAGE**

**“Contractor to provide City of Flemington with updated W-9 IRS  
form”**

**EXHIBIT C**

**CERTIFICATION OF CONTRACTOR  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security’s *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor’s compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

\_\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

\_\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008];  
or

\_\_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT D**

**CERTIFICATION OF SPONSOR  
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_ and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit E**

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Flemington, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Flemington license/permit for:

1) \_\_\_\_\_ I am a United States citizen **(Must include copy of either Georgia Driver's License, Passport, or Military ID)**

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **(Must include either a copy of your Permanent Resident Card or**

**Employment Authorization Card as well as another form of government issued identification such as Georgia Driver's License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**\*Alien Registration number for non-citizens:** \_\_\_\_\_

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

**Notary Public:** \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number: \_\_\_\_\_

**EXHIBIT F**

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)**

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
NOTARY PUBLIC

(seal)



## **EXHIBIT G**

### **NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of the Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. **Solicitations for subcontracts, including procurements of materials and equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
  - (b) Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless

exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## EXHIBIT H

### INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence/ \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission, or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled, or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

**Certificate Holder should read:**

**The City of Flemington  
156 Old Sunbury Rd  
Flemington, Georgia 31313**

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.