

REQUEST FOR PROPOSAL

23-RFP-042

SAFE STREETS AND ROADS FOR ALL ACTION PLAN



Effingham County
804 S Laurel Street
Springfield, GA 31329

Effingham County
REQUEST FOR PROPOSAL

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Safe Streets and Roads for All Action Plan

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1. Services Contract

Services Contract Between

This Contract (hereinafter referred to as “Contract” or “Agreement”) is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or “County”) and Foresite Group, LLC, 3740 Davinci Ct, Suite 100, Peachtree Corners, GA 30092, (hereinafter called the "Contractor"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified company as specified in 23-RFP-042 - Safe Streets and Roads for All Action Plan; and

WHEREAS, the Vendor has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Vendor as follows:

2. TERMS AND CONDITIONS OF THIS CONTRACT

2.1. TERMS OF SERVICE.

The scope of services and the terms and conditions of performance shall be as specified in this document and in 23-RFP-042- Safe Streets and Roads for All Action Plan and related addenda which are hereby adopted and incorporated as if set forth fully herein.

2.2. CONTRACT.

This Contract is for the SS4A Action Plan Project in the amount of \$195,880.00.

2.3. REQUIREMENT FOR MANDATORY PERFORMANCE.

The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

2.4. PERSONNEL AND EQUIPMENT.

The Vendor represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Vendor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

2.5. CHANGES TO THIS CONTRACT

The County may, at any time, request changes in the Scope of Services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Vendor's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Vendor shall be incorporated in written amendments to this Contract.

2.6. TERMINATION OF CONTRACT FOR CAUSE.

County may terminate this Contract for cause or Vendor's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Vendor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

2.7. TERMINATION OF CONTRACT WITHOUT CAUSE.

County may terminate without cause, upon seven (7) days written notice to Vendor. In such case, Vendor shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Vendor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

2.8. TERMINATION OF CONTRACT FOR LACK OF FUNDING.

The obligation of the County for payment to the Vendor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

2.9. INDEMNIFICATION.

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Vendor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The Vendor's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor.

2.10. COVENANT AGAINST CONTINGENT FEES.

The Vendor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Vendor warrants that it has not employed or retained any company, person, other than a bona fide employee working solely for the Vendor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2.11. PROHIBITED INTERESTS.

A. Conflict of Interest. The Vendor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Vendor further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure: Vendor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

Vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar

benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

2.12. AUDITS AND INSPECTIONS.

At any time during normal business hours and as often as the County may deem necessary, the Vendor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Vendor as requested by the County.

2.13. INDEPENDENT CONTRACTOR.

Vendor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Vendor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Vendor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

2.14. NOTICES.

All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 804 South Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Contractor.

All written notices, demands, and other papers or documents to be delivered to the Vendor under this Contract shall be transmitted by certified mail, postage prepaid, to Foresite Group, LLC and 3740 Davinci Ct, Suite 100, Peachtree Corners, GA 30092. It shall be Vendor’s responsibility to inform the County of any change to this contact address.

2.15. COMPLIANCE WITH LAWS.

The Vendor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

2.16. ASSIGNABILITY.

The Vendor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

2.17. GOVERNING LAW.

This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

3. COMPENSATION, FINANCIAL ADMIN AND GUARANTEES

3.1. COMPENSATION FOR CONTRACTOR SERVICES.

The County shall pay the Contractor for his services as detailed in the proposal submitted by the Vendor:

These rates and fees shall remain in effect until the end of the project, without exception.

All invoices shall contain the following:

- Date services performed
- Detailed account of services performed
- Location of services performed
- Name of employee providing said services
- Name of County employee requesting said services

No work shall take place without advanced written approval of the County's Purchasing Department. If the Vendor commences any work prior to receiving written approval, he does so at his own risk.

No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County's Board of Commissioners.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Vendor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Vendor. The County will immediately notify the Vendor of its intention to withhold payment of any invoice or voucher submitted.

3.2. PAYMENT OF TAXES AND FEES.

The Vendor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

3.3. QUANTITIES GUARANTEED.

The Vendor represents, understands and agrees that this is an "ON CALL" / "LUMP SUM" contract, to guarantee pricing for services contained herein.

4. INSURANCE REQUIREMENTS

4.1. INSURANCE PROVISIONS:

Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

1. Name of Producer (contractor's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (This is to always include Effingham County).

Limits of Insurance:

Effective coverage shall have the following limits:

- A. Commercial General Liability of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over \$1,000,000.00.
- B. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- C. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to

initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage.

C. Cancellation/Non-Renewal Notification: Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.

D. Proof of Insurance: Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.

F. Insurer Acceptability: Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

G. Lapse in Coverage: A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.

H. Deductible and Self-Insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

Additional Coverage for Engineering, Architectural and Surveying Services:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: \$1,000,000 per claim/occurrence. Coverage Requirement: If "claims made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the duration of the coverage.

5. WAIVERS AND EXCEPTIONS

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Contractor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Contract.

6. GENERAL PROVISIONS

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Vendor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Vendor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Vendor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representative, successors, or assigns.

7. AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Vendor warrant that (1) they are authorized to sign on behalf of Vendor; (2) that to the extent Vendor; is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This ____ day of _____, 20__.

Foresite Group, LLC

Signature Title

Witness - Signature Witness - Title

**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA**

WESLEY CORBITT, CHAIRMAN

23-RFP-042

COMMISSION APPROVAL DATE: _____