



## CONTRACT AGREEMENT

**THIS AGREEMENT**, made and entered into this 2nd day of September, 2025, by and between **Walton County, GA**, hereinafter termed the “Owner”, and **SDR**, hereinafter termed the “Contractor”.

### WITNESSETH

**WHEREAS**, the Owner has cause to be prepared, in accordance with law, the Contract Documents for the work herein described, and has approved and adopted the Contract Documents, and has received a proposal for furnishing materials, labor and equipment for, and in connection with, all work as indicated in the Contract Documents, and in accordance with the terms of this Contract; and

**WHEREAS**, the Contractor, in response to the Request for Proposals, has submitted to the Owner, in the manner and the time specified, a sealed Proposal in accordance with the terms of the Request for Proposals and Instructions to Bidders, all of which are incorporated in and become terms of this Agreement; and

**WHEREAS**, the Owner, in the manner prescribed by law, has publicly opened, examined and reviewed the Proposals submitted and, as a result of such review, has determined and declared the Contractor to be the successful bidder for said work, and has duly awarded to the said Contractor a Contract for and in consideration of the mutual covenants herein contained.

**NOW, THEREFORE**, the parties have agreed and do hereby agree, the Owner for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

### SECTION A – SERVICES

The Contractor shall, from time to time, upon Notice to Proceed by the Owner, furnish Debris Removal and Management Services to the Owner, in accordance with the terms and conditions contained in the Request for Proposals attached hereto, and all addendums to the Request for Proposals.

### SECTION B – COMPENSATION FOR SERVICES

The Contractor shall be compensated for services provided to the Owner under the terms of the Request for Proposals and in accordance to the attached Price Proposal Form. The Contractor shall provide to the Owner or the Owner’s authorized representatives, access to any books, documents, papers, and



records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Agreement for three years after termination and all other pending matters are closed.

## SECTION C – TERMS AND CONDITIONS

- 1. Permit Assistance:** To the extent applicable, the Owner shall assist the Contractor in obtaining all necessary governmental permits required for the performance of the Services. The Owner shall comply with all County, State, and Federal ordinances, rules and laws pertaining to the Contractor's work.
- 2. Insurance:** The Contractor shall maintain all insurance requirements in accordance to the terms of the Request for Proposals throughout the term of this Agreement.
- 3. Standard of Care, Hold Harmless, and Indemnity:** The Services shall be conducted by the Contractor consistent with the level of care and skill ordinarily exercised by providers of the same services acting under similar circumstances and conditions. The Contractor shall indemnify and hold the Owner harmless from all damages or suits or actions brought against the Owner as a result of any act or failure to act by the Contractor, its agents, servants, or employees.
- 4. Force Majeure: Neither** party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss, unavailability of labor, material, fuel, services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Service may be continued.



5. **Term:** The term of this agreement shall be for **1** year(s), beginning **September 2, 2025** and ending on **September 1, 2026** with the option to renew for up to **4** one-year renewals, on the same terms and conditions, for a total possible life of **5** years.
6. **Payment:** Upon proper invoicing by the Contractor to the Owner, prompt payment terms are Net 45 days. Delinquent payments may result in a 1.5% interest fee compounded monthly.
7. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The Owner reserves the right to terminate this Agreement for either cause or convenience. Irrespective of which party terminates, or the cause thereof, the Owner shall, within thirty (30) days of termination, compensate the Contractor for services provided, if any, up to the time of termination.
8. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. The contract documents which comprise and supplement the Contract between the County and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:
  - A. This Contract;
  - B. The Request for Proposals;
  - C. The Invitation to Request for Proposals;
  - D. General Conditions;
  - E. Scope of Services;
  - F. Contractor's Proposal;
  - G. Contractor's Insurance certifications;
  - H. Notice of Award;
  - I. Notice to Proceed; and
  - J. Any modifications, including Change Orders duly delivered after execution of this Contract.

This agreement may be amended only by written instrument signed by both parties.

9. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.



10. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Contractor shall survive the completion of Services hereunder and the termination of this Agreement

## **SECTION D – 2 CFR 200 CONTRACT PROVISIONS**

### **1. TERMINATION FOR CONVENIENCE**

A. Termination. The Jurisdiction may, when the interests of the Jurisdiction so require, terminate this Contract in whole or in part, for the convenience of the Jurisdiction. The Jurisdiction shall give written notice of the termination to Contractor specifying the part of the Contract terminated and when termination becomes effective.

B. Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Jurisdiction may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the Jurisdiction. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

### **2. TERMINATION FOR CAUSE**

A. Cause. If Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract or any extension thereof, or otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Jurisdiction may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Jurisdiction, such officer may terminate Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Jurisdiction may procure similar supplies or services in a manner and upon terms deemed appropriate by the Jurisdiction. Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.



B. Contractor's Duties. Notwithstanding termination of the Contract and subject to any directions from the Jurisdiction, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the Jurisdiction has an interest.

C. Compensation. Payment for completed services delivered and accepted by the Jurisdiction shall be at the Contract price. The Jurisdiction may withhold from amounts due Contractor such sums as the Jurisdiction deems to be necessary to protect the Jurisdiction against loss because of outstanding liens or claims of former lien holders and to reimburse the Jurisdiction for the excess costs incurred in procuring similar goods and services.

D. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources insufficient time to permit Contractor to meet the Contract requirements. Upon request of Contractor, the Jurisdiction shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the Jurisdiction under the clause entitled "Termination for Convenience. (As used in this paragraph of this clause, the term "subcontractor" means a subcontractor at any tier)

E. Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (D) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience for the Jurisdiction, be the same as if the notice of termination had been issued pursuant to a termination for convenience.



### **3. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and



relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**

**Contractor.** The contractor shall comply with 18 U.S.C 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. Part 3 as many be applicable, which are incorporated by reference into this contract.

**Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. 5.12.

#### **6. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week



in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The jurisdiction shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **7. CLEAN AIR ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Jurisdiction and understands and agrees that the Jurisdiction will, in turn, report each violation as



required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **8. FEDERAL WATER POLLUTION ACT**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Jurisdiction and understands and agrees that the Jurisdiction will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. SUSPENSION AND DEBARMENT**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Jurisdiction. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions



## 10. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## **11. PROCUREMENT OF RECOVERED MATERIALS**

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— • Competitively within a timeframe providing for compliance with the contract performance schedule; • Meeting contract performance requirements; or • At a reasonable price.

(ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## **12. DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



### **13. ACCESS TO RECORDS**

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the jurisdiction, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the jurisdiction and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **14. DISPUTE RESOLUTION**

The Contractor and Jurisdiction agree that it is in their mutual interest to resolve disputes informally. A claim by the Contractor shall be submitted in writing to the Jurisdiction's designee for resolution. The Contractor and Jurisdiction shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Contractor and Jurisdiction are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract or the PA program.

If a dispute cannot be resolved between the Contractor and Jurisdiction within thirty (30) days after delivery of notice, either entity may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either Contractor or Jurisdiction to mediate or arbitrate any dispute.

### **15. CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the Jurisdiction and Contractor.

### **16. DHS SEAL, LOGO AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval



## **17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## **18. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

## **19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

## **20. AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

## **21. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the Owner a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Owner.



## **22. REMEDIES FOR BREACH (2 CFR Part 200, App. II(A))**

In the event the Contractor materially fails to comply with any term of this Contract, the Owner/Recipient may pursue any remedy available at law, in equity, or under this Contract, including but not limited to: (a) requiring cure of the failure within a specified time; (b) withholding payments until the failure is corrected; (c) disallowing all or part of the cost of the activity or action not in compliance; (d) assessing actual damages and/or liquidated damages (if applicable); (e) reducing the scope of work and/or price; (f) suspending work; (g) terminating the Contract for cause; and (h) pursuing debarment and suspension remedies as applicable.

The Contractor shall be liable for all costs incurred by Owner/Recipient in exercising remedies, including reasonable attorneys' fees where permitted by applicable law.

The Contractor shall include this provision in all subcontracts and purchase orders funded in whole or in part with Federal award funds.

## **23. DAVIS-BACON ACT (when applicable)**

If this Contract is a covered contract for construction, alteration, or repair and Davis-Bacon prevailing wage requirements are applicable to the Federal award, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141–3148) and related U.S. Department of Labor regulations (29 CFR Part 5). The Contractor shall pay all laborers and mechanics employed under this Contract no less than the applicable prevailing wage rates and fringe benefits, as determined by the U.S. Department of Labor, and shall comply with all applicable reporting, posting, and payroll record requirements.

The Contractor shall permit access to its payrolls and related records for inspection by the Owner/Recipient, the Federal awarding agency, and the Comptroller General of the United States (or their authorized representatives) as required by applicable law and the Federal award.

The Contractor shall include this provision in all subcontracts at any tier for covered construction work.



#### **24. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR §200.216)**

The Contractor is prohibited from using Federal award funds to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to covered telecommunications equipment or services described in section 889 of Public Law 115-232.

The Contractor shall include this provision in all subcontracts, purchase orders, and other agreements funded in whole or in part with Federal award funds.

#### **25. COST AND PRICE REQUIREMENTS (2 CFR §200.323)**

Where required by the Owner/Recipient to support compliance with 2 CFR §200.323, the Contractor shall provide information necessary to permit the Owner/Recipient to perform a cost analysis and/or price analysis and to document the procurement file. Upon request, such information may include, as applicable: itemized cost breakdowns, labor rates and categories, equipment rates, subcontractor quotations, material invoices, and other data supporting the reasonableness of proposed and incurred costs.

The Contractor shall maintain records sufficient to demonstrate that costs charged to this Contract are allowable, allocable, and reasonable, and shall make such records available in accordance with the Access to Records requirements of this Contract.

The Contractor shall include this provision in all subcontracts funded in whole or in part with Federal award funds when required to support the Owner/Recipient's compliance obligations.



**IN WITNESS WHEREOF**, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first written.

**WALTON COUNTY, GEORGIA**

**SOUTHERN DISASTER RECOVERY, LLC**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## CONTACT INFORMATION SHEET

\_\_\_\_\_  
JOB NAME

\_\_\_\_\_  
STARTING DATE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
OWNER'S NAME

\_\_\_\_\_  
OWNER'S PHONE NUMBER

\_\_\_\_\_  
OWNER'S EMAIL ADDRESS

\_\_\_\_\_  
CONTACT PERSON NAME

\_\_\_\_\_  
CONTACT PERSON TITLE

\_\_\_\_\_  
CONTACT PERSON PHONE

\_\_\_\_\_  
CONTACT PERSON EMAIL

\_\_\_\_\_  
CONTACT FOR INVOICES  
(if different from Contact Person)

\_\_\_\_\_  
INVOICE CONTACT EMAIL

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP