

**REQUEST FOR PROPOSAL (RFP)**  
**for**  
**DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES**

The City of Garden City invites qualified firms to respond to this request for proposal (RFP) by providing their qualification and experience for consideration to provide Disaster Debris Monitoring & Public Assistance Services via a Task Order Contract Agreement.

The City of Garden City seeks qualified firm(s) to provide post-disaster Debris Monitoring and Public Assistance Consulting as fully described herein. All services shall comply with current FEMA guidance, as well as, local, State and federal regulations.

The RFP submittal should be limited to no more than twelve 12 pages (excluding Cover Page and Required Forms Exhibits A-D) and address the following:

- Description and history of the firm focusing on previous governmental experience related to the requested services.
- Office location and key personnel responsible for this project to include the contract manager, phone number and e-mail address
- Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- Recent experience managing coastal disaster recovery operations including, but not limited to: Right-or-Entry debris removal, and C&D debris separation and removal.
- Provide at least three references for which the firm has satisfactory completion of disaster debris monitoring services within the past two (2) years that are similar to the requirements in the Scope of Services. Two of the references shall be from government entities for hurricane debris monitoring experience involving a minimum of 100,000 cubic yards of debris. Provide the contract manager's contact name, address, e-mail address, telephone numbers and date of the contract for each disaster response or project.
- The scope, project budget, and operational duration of the above-mentioned disaster debris monitoring events.
- Summarized past relevant experience for each response should include the following:
  1. Type of disaster-hurricane, tropical storm, tornado, etc.
  2. Type of jurisdiction-city, county, district, or combination
  3. Collection debris monitoring assignments
  4. Debris monitoring assignments
  5. Final disposal debris monitoring functions
  6. FEMA reimbursement actions and issue resolution

7. List of references
- Provide an organizational chart and summary of key project staff qualifications. Key management and project staff may include, but not be limited to:
  1. Project manager
  2. Collection and disposal operations managers
  3. GIS Analyst
  4. Field Supervisors
  5. Environmental Specialist(s)
  6. Debris Site/Tower Monitors
  7. Field Coordinators (Crew Monitors)
  8. FEMA reimbursement specialist
  9. Load Ticket Data Entry Admin (QA/QC)
  10. Billing/Invoice Analysts

Key project staff must be full time employees of the proposing firm and have experience in the following:

- a.) Experience demonstrating current capacity and current expertise in debris removal, waste disposal and Public Assistance Consulting. The proposer must demonstrate experience managing hurricane debris monitoring for at least five government entities involving a minimum of 100,000 cubic yards of debris for each client.
- b.) Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c.) Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, FEMA appeals processing, hauler invoice reconciliation and contracting.

Once deployed, the Consultant is expected to perform the requested services in accordance with the attached Master Services Agreement and via project and activity specific Task Orders.

**Term**

Upon acceptance of the terms by both the Consultant and the City of Garden City, the City would enter into a 24-month consulting contract term with an option to renew for an additional two years thereafter (or 48 months total).

**Selection Criteria**

The following weighted criteria will be utilized to select the consultant awarded this contract.

Firm and Key Personnel Experience	35
Qualifications on Coastal Disaster Projects (FEMA-Region IV)	25
Key Staff Project Understanding and Approach	20
Management Systems/Reporting Systems/Training Manual	10
Cost Proposal/Unit Rates	10
<b>TOTAL</b>	<b>100</b>

Firms or companies desiring to provide services, as described in the scope of services, shall submit proposals no later than **4:00 p.m. on Thursday, October 25, 2018** to Jackie Jackson, Special Projects Coordinator 100 Central Avenue, Garden City, GA 31405. Submittals emailed to Jackie Jackson at [jjackson@gardencity-ga.gov](mailto:jjackson@gardencity-ga.gov) will be acceptable but the proposer must ensure receipt by the City staff before 4:00 pm. Misdirected submittals will not be accepted, therefore verification of receipt by Garden City is requested by contacting the following point of contact:

**City of Garden City**  
**Jackie Jackson**  
**Special Projects Coordinator**  
**Phone: 912-963-2768**  
**[jjackson@gardencity-ga.gov](mailto:jjackson@gardencity-ga.gov)**

Offers by telephone or telegram shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of where the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her proposal reaches the City. The time and date for receipt of proposals will be scrupulously observed. The City shall not be responsible for late deliveries or mail delays. All proposals will be opened publicly.

**Terms and Conditions**

The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified proposer, if a

successful proposer does not execute a contract within forty-eight (48) hours after approval of the selection by the City, unless otherwise agreed to by the City.

City reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the City.

The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of ten (10) days, to provide to the City the services set forth in this RFP, or until one or more of the proposals have been awarded.

Costs of preparation of a response to this request for proposals are solely those of the proposer. The City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

The contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardee's place of business to the City, for purposes of inspection, reproduction and audit without restriction.

Please note that Garden City encourages the participation of small business enterprises (SBEs) and/or minority business enterprises (MBEs) in this procurement.

### **Scope of Services for Debris Monitoring Services**

#### **General**

Provide debris monitors and debris monitoring services to assist the City of Garden City with monitoring the operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided includes contract compliance, supervision, monitoring, documenting and inspection. All debris monitoring activities shall comply with current FEMA guidance and local, State, and Federal regulations. Debris sites will operate approximately up to 12 to 14 hours per day, and up to 7 days per week.

Upon commencement of work, the Consultant will provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.

The selected contracting firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property,

drainage areas/canals, waterways, and other areas designated as eligible by the City. Specific services include:

- a. Consultant will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or the City.
- b. The Consultant will employ and maintain on the worksite(s) a qualified accessible supervisor(s) and provide the City with a Principal-in-Charge/Project Manager, who shall have full authority to act on behalf of the Consultant, and all communications given to the Principal-in-Charge/Project Manager in writing by the City's authorized representative shall be as binding as if given to the Consultant.
- c. Consultant shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites, debris management sites or final disposal sites.
- d. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- e. Support with the selection and permitting of debris locations and other permitting/regulatory issues as requested.
- f. Daily scheduling work for team members and contractors.
- g. Hiring, scheduling, and managing field staff.
- h. Consultant shall remove and replace employees immediately upon notice from the City for conduct or actions not in keeping with the contract.
- i. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- j. Assisting the City with responding to public concerns and comments.
- k. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- l. Operating a database application/automated debris management system to account for the eligible collection, transport and disposal of disaster debris to include entering all load tickets.
- m. Digitization of source documentation at each loading site to include:
  - Collection Date/Time
  - Address
  - Type (Vegetative Debris, Construction and Demolition Debris, Other)
  - Location within the Public ROW
  - Pile Size (Small, Medium, Large)
  - Truck ID
  - Person imputing the data
  - Geographic Coordinates (Lat/ Long)
  - Photos to include a picture of the debris pile and a picture of the truck, with Truck ID
  - Additional Photos as needed

- n. Developing daily operational reports to keep the City informed of work progress.
- o. Development of maps, GIS applications, etc. as necessary.
- p. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- q. Final report and appeal preparation and assistance. The Consultant will provide assistance to the City in completing any and all forms necessary for reimbursement from state and federal agencies relating to eligible cost arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement request, the preparation and submittal of all necessary cost substantiations, and preparing replies to all agency requests, inquiries, potential denials, and appeals.
- r. Post event consulting services to assist in addition to debris monitoring to include, but not limited to:
  - Assistance with federal and state reimbursement efforts.
  - Performance analysis to determine in what way ongoing and future efforts may be improved with regards to the collection and removal of debris.

**Personnel Requirement and Responsibilities**

***Debris Monitoring Field Supervisor***

Consultant will identify one debris monitoring field supervisor for debris loading site monitors. Services include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities
- Scheduling debris monitoring resources and deployment timing
- Communicating and coordinating with City Personnel
- Providing suggestions to improve the efficiency of collection and removal of debris
- Coordinating daily activities and future planning
- Remaining in contact with the debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- Documenting and recording measurements and computations
- Documenting truck hauling compartment condition using digital photographs
- Preparing a master log book of all hauling equipment used by the City's debris removal contractors
- Compiling, reconciling and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)

### ***Debris Monitors***

Consultant will provide trained debris monitoring personnel to oversee the loading of eligible debris at collections sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites.

Consultant will perform on-site, street level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel at all loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load
- Checking the area for safety considerations such as downed power lines and children playing in the area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
- Ensuring that Freon-containing appliances are sorted and separated apart from yard debris. The Consultant is not responsible for disposal of Freon-containing appliances.
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment
- Documenting the following information at each loading site:
  1. Collection Date/Time
  2. Address
  3. Type (Vegetative Debris, Construction and Demolition Debris, Other)
  4. Location within the Public ROW
  5. Pile Size (Small, Medium, Large)
  6. Truck ID
  7. Person inputting the data
  8. Geographic Coordinates (Lat/ Long)
  9. Photos to include a picture of the debris pile and a picture of the truck, with Truck ID
  10. Additional Photos as needed
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are properly contained before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

### *Debris Tower/Site Monitors*

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in cubic yards (CV) for all contractor trucks and trailers prior to commencement of debris hauling operations
- Documenting measurements and computations
- Completing records for contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

### *Clerical Staff/Data Entry Staff*

Consultant will provide clerical staff/data entry staff as required to implement and maintain a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes, to enter load ticket information into the consultant's information management systems and to supervise the preparation of detailed estimates for submission to the City and to provide periodic reports to the City, noting work progress and efficiency, current/revised estimated, project completion, and other schedule forecasts/updates.

### **Schedule**

The work undertaken and the associated schedule(s) to perform services under this contract will be dependent on the nature and magnitude of the incident as well as the information contained within the project-specific Task Order.

### **Public Assistance Consulting Services**

Federal Funding: Consultant shall work on behalf of the City of Garden City to provide applicable documentation, technical assistance, and negotiations required to maximize the eligible activities to be funded by the Public Assistance Program including, Categories A through G, 406 mitigation and the 404 (HMGP) Grant Programs awarded to the State. If authorized by the City of Garden City, Consultant shall provide consultation and Federal program expertise to identify all eligible activities for FEMA / Federal Funding to repair, restore, and mitigate the local public infrastructure impacted and vulnerable to the hazards of current and future incidents. Consultant shall work with the State Level Grantee and FEMA to maximize the eligible Public Assistance recovery and HMGP mitigation activities and shall assist in identifying other Federal or State level funding sources that may also be utilized such as the NRCS, HUD and USEPA and support with grant



development and submittal.

Public Assistance consulting services may include, but not be limited to the following:

1. Identification of eligible emergency and permanent work.
2. Damage assessments.
3. Immediate Needs Funding assistance.
4. Project management and recovery workload prioritization.
5. Loss Measurement and categorization.
6. Insurance evaluation, adjustment and settlement support services.
7. Project Worksheet development and review.
8. Quarterly reporting.
9. Federal and state reimbursement support.
10. Staff augmentation.
11. Inspection and Engineering support services.
12. Appeals services and negotiations.
13. Reconstruction and long-term infrastructure planning.
14. Grant development, review, and submittal.
15. Grant management.
16. Mitigation funding support and pursuit identification.

### **Deployment**

Consultant must be prepared to deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, consultant shall be prepared to increase the number of debris monitors for the City to use as needed.

### **Additional Provisions**

Additional provisions for FEMA related projects are provided in Attachment 1.

### **Required Forms**

The Required Forms listed below shall be provided in the Proposal:

- Drug Free Workplace Certification Form provided in Exhibit A.
- Equal Employment Opportunity Certification provided in Exhibit B.
- Non-Collusion Oath provided in Exhibit C.
- Good Faith Affidavit provided in Exhibit D.

**MASTER SERVICES AGREEMENT**  
**FOR**  
**DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of October 2018, by and between **CITY OF GARDEN CITY, GEORGIA**, with its principal office at 100 Central Avenue, Garden City, GA 31405, hereinafter referred to as "OWNER", and \_\_\_\_\_ providing professional services with its office at \_\_\_\_\_, hereinafter referred to as "CONSULTANT".

**WHEREAS**, OWNER, desires to receive the consulting services from CONSULTANT related to **DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES**, with a scope generally defined by the OWNER's Request for Proposal (RFP) and CONSULTANT'S proposal presented in Appendix A; and

**WHEREAS**, OWNER is desirous of engaging the services of said CONSULTANT to perform or furnish said services, and CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

**NOW, THEREFORE**, said OWNER and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

**Article I - Professional Engagement**

OWNER hereby engages CONSULTANT, as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional and related services as set forth herein. CONSULTANT may retain qualified sub-consultants to assist in the performance of professional services.

CONSULTANT is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint-venture of OWNER. CONSULTANT shall have the exclusive supervision, direction and control of all employees, sub-consultants, subcontractors, suppliers, materials, equipment and facilities, employed, contracted with, or used by, CONSULTANT in performing or furnishing services under this Agreement.

**Article II - Term of Contract**

The initial term of the Agreement between the OWNER and CONSULTANT shall be for a 24-month period beginning on the date of this Agreement. The Agreement may be renewed, at the discretion of the OWNER, for up to two additional 12-month terms such that the maximum term would not exceed 48 months. If the OWNER desires to extend the Agreement, written notice to the CONSULTANT is required.

If the Agreement will not be extended, the OWNER will provide written notice to CONSULTANT 60-days prior to the end of the Agreement term.

**Article III - Scope of Services**

The scope of services performed or furnished by CONSULTANT under the terms of this Agreement is defined in Appendix A and in the executed Task Orders pursuant hereto which will authorize CONSULTANT to perform specific services related to the project. Unless modified in writing by both parties through a Task Order, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. Any additional fees associated with services not included in Appendix A or authorized Task Orders must be defined and agreed to by OWNER in writing prior to initiation of those services.

**Article IV - Cooperation by OWNER**

OWNER shall, to the extent reasonable and practicable, cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for Consultant to perform or furnish services under this Agreement; and providing relevant material available from OWNER's files and records.

OWNER shall appoint the City Manager or his designee as OWNER'S REPRESENTATIVE with respect to the services to be performed under this Agreement. OWNER'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies. CONSULTANT shall be entitled to rely on representations made by OWNER'S REPRESENTATIVE unless otherwise specified in writing by OWNER.

**Article V- Schedule**

A schedule for carrying out services performed by CONSULTANT under the terms of this Agreement is set forth in Appendix A and in the executed Task Orders. CONSULTANT will perform or furnish all services under this Agreement in accordance with applicable requirements.

OWNER will be kept informed as to the progress of the services under this Agreement under the terms presented in Appendix A and the executed Task Orders. Neither party shall hold the other responsible for damages caused by, arising out of, or resulting from, delays beyond the control of the other party. Delays in work performed by CONSULTANT'S Sub-consultants are deemed to be delays within the control of CONSULTANT.

**Article VI - Assignment of Contract**

CONSULTANT shall not assign this Agreement or any portion of the services to be performed or furnished hereunder without prior written approval of OWNER.

**Article VII - Ownership of Work Products**

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service and the CONSULTANT shall retain an ownership and property interest therein. OWNER shall be furnished original copies of all documents for its use, information and reference. CONSULTANT shall provide OWNER both hard and electronic copies of all deliverables including reports, drawings, computer files, etc. as specified in each executed Task Order.

### **Article VIII - Payment and Fee Schedule**

Invoices for CONSULTANT's services shall be submitted, at CONSULTANT's option, either upon completion of such services or on a monthly basis (unless noted otherwise in the executed Task Order) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the OWNER shall pay all costs of collection, including attorney's fees.

The CONSULTANT's Billing Rate Schedule is included in Appendix "A" and applies to those employees of the CONSULTANT who are engaged in providing professional services under this AGREEMENT. Direct expenses (including sub consultants hired by the CONSULTANT) will be invoiced as allowed by FEMA as it pertains to reimbursement. The CONSULTANT stipulates that the labor category billing rates may not be revised for the initial one-year period contemplated in this Agreement.

### **Article IX - Suspension of Work**

OWNER may, at OWNER'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONSULTANT may suspend the services under this Agreement in the event OWNER does not make payment in accordance with the payment terms in Article VIII. The services under this Agreement will only be suspended for non-payment after written notice is received by OWNER from CONSULTANT of its intention to suspend performance and a cure period of seven (7) days after receipt of this notification by OWNER. The time for completion of the services under this Agreement shall be extended by the number of days the services under this Agreement is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiations, and both parties shall have the option to terminate the services under this Agreement on the suspended portion of project in accordance with Article X.

### **Article X - Termination of Services Without Cause**

OWNER, by notifying CONSULTANT in writing, may terminate without cause any or all of the services covered by this Agreement. In the event of such termination, CONSULTANT shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of closing out the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed upon in the executed Work Order. All charges thus incurred, together with associated expenses reasonably incurred by CONSULTANT and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of sub-consultants, rental agreements, etc.), shall be payable by OWNER within thirty (30) days following submission of a final statement by CONSULTANT. However, in the event that termination of said Agreement with CONSULTANT occurs at the completion of a specific phase of the services, the aforesaid provision for the proper close out will not apply unless agreed to by OWNER under a specific Task Order. The payment provided for under this Article shall constitute full satisfaction of any obligation OWNER has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONSULTANT pursuant to this Agreement and any and all liabilities or damages arising

out of or resulting from the termination of this Agreement.

**Article XI - Indemnification and Hold Harmless**

CONSULTANT shall indemnify and hold harmless OWNER and all of OWNER's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of CONSULTANT, anyone directly employed by CONSULTANT, or anyone for whose acts any of them may be liable.

**Article XII - Limit of Liability**

In recognition of the relative risks, rewards and benefits of the project to both the OWNER and CONSULTANT, the risks have been allocated such that CONSULTANT and the OWNER agree that, to the fullest extent permitted by the laws of the State of Georgia, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and CONSULTANT's consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of CONSULTANT or CONSULTANT's officers, directors, employees, agents or CONSULTANT's consultants or any of them, shall not exceed limits of CONSULTANT's professional errors and omissions liability insurance.

**Article XIII - Insurance**

CONSULTANT shall maintain the following insurance coverages, and will provide Certificates of Insurance to the City to verify such charges.

- a. Workers' Compensation - The CONSULTANT shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.
- b. Commercial General Liability - The CONSULTANT shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- c. Business Automobile Liability - The CONSULTANT shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent.
- d. Professional Liability (Errors & Omissions) - The CONSULTANT shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

**Article XIV - Notices**

Any notice required under this Agreement will be in writing and sent to the appropriate party at the address which appears below and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City of Garden City  
100 Central Avenue  
Garden City, Georgia 31405  
Attn: Ronald Feldner

**Article XV- Survival**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

**Article XVI - Severability**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**Article XVII - Controlling Law**

Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia. Any legal actions arising out of the performance of this Agreement shall be heard in the Chatham County, Georgia court system.

**IN WITNESS WHEREOF**, this Agreement has been executed by the respective duly authorized agent of OWNER and CONSULTANT, all as of the day and year first above written.

**CONSULTANT:** \_\_\_\_\_

**OWNER: City of Garden City, GA**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name Ronald Feldner

Title \_\_\_\_\_

Title City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

## **ATTACHMENT 1: ADDITIONAL PROVISIONS FOR FEMA RELATED PROJECTS**

### **Equal Employment Opportunity**

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

- (1) The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Respondent 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, 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 Respondent 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 Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Respondent 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 Respondent's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Respondent 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.
- (5) The Respondent 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.
- (6) In the event of the Respondent'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 Respondent 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 as 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.
- (7) The Respondent will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 Respondent 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 the Respondent becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Respondent may request the United

States to enter into such litigation to protect the interests of the United States."

### **Copeland Anti-Kickback Act**

#### Compliance with the Copeland "Anti-Kickback" Act.

- (1) Respondent. The Respondent shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.P.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Respondent or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Respondent shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Respondent and subcontractor as provided in 29 C.P.R. § 5.12."

### **Contract Work Hours and Safety Standards Act**

#### Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No Respondent 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 workweek 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 Respondent and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Respondent 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 \$10 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 (write in the name of the Federal agency or the loan or grant recipient) 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 Respondent or subcontractor under any such contract or any other Federal contract with the same prime Respondent, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Respondent, such sums as may be determined to be necessary to satisfy any liabilities of such Respondent or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Respondent 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 Respondent 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."

#### **Clean Air Act**

- (1) The Respondent 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 Respondent agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Respondent agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Federal Water Pollution Control Act**

- (1) The Respondent 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 Respondent agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Respondent agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### **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 Respondent is required to verify that none of the Respondents, its 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 Respondent must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.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 (insert name of subrecipient). If it is later determined that the Respondent did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Respondent agrees to comply with the requirements of 2 C.P.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.

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

Respondents who apply or bid for an award of \$25,000 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."

### **Procurement of Recovered Materials**

- (1) In the performance of this contract, the Respondent shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule.

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

### **Access to Record**

- (1) The Respondent agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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 Respondent which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Respondent 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 Respondent 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."

### **DRS Seal, Logo, and Flags**

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

### **Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Respondent will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **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, Respondent, or any other party pertaining to any matter resulting from the contract.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

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

**APPENDIX A INCLUDES:**

OWNER'S Request for Proposal (RFP)

CONSULTANT's Proposal

CONSULTANT's Billing Rate Schedule

**APPENDIX B INCLUDES:**

Example TASK ORDER (TO)

**AGREEMENT FOR CONSULTING  
SERVICES BETWEEN  
OWNER AND CONSULTANT**

**TASK ORDER NO.**

This Task Order has been prepared in accordance with the Agreement for Consulting Services between CONSULTANT and OWNER, dated \_\_, 2018.

**Scope of Services**

(insert description of scope of services)

**Schedule**

(insert schedule)

**Fee:**

(insert fee proposal)

OWNER and CONSULTANT have caused this Task Order to be authorized as of the effective date of: \_\_\_\_\_

**CONSULTANT**

**OWNER**

\_\_\_\_\_

\_\_\_\_\_

Ronald Feldner

City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX C INCLUDES  
REQUIRED FORMS**

Drug Free Workplace Certification Form  
Equal Employment Opportunity Certification  
Non-Collusion Oath  
Good Faith Affidavit

**EXHIBIT A**  
**DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED Respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

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

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

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

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

Company: \_\_\_\_\_



**EXHIBIT B**  
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The City of Garden City requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

*Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.*

By signing this document, the Respondent hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

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

Authorized Representative Name and Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

**EXHIBIT C  
NON-COLLUSION OATH**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared:

\_\_\_\_\_ and made oath that the Consultant herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Consultant, or themselves, to obtain information that would give the Consultant an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Consultant, or themselves, to gain any favoritism in the award of the Contract.

\_\_\_\_\_  
Affiant Signature

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

[STAMP HERE]

State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**EXHIBIT D  
GOOD FAITH AFFIDAVIT**

I hereby propose to provide the services requested in the City of Garden City's RFP and, if awarded, enter into a contract with the City of Garden City. I agree that the terms and conditions of the City of Garden City's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Consultant or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of City of Garden City or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone Number/Fax Number

\_\_\_\_\_  
Name & Title, Printed

\_\_\_\_\_  
Email Address

State of \_\_\_\_\_

County of \_\_\_\_\_

This foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

[STAMP HERE]