

SERVICES CONTRACT

BETWEEN

CHATHAM COUNTY, GEORGIA

AND

ABC Company

ANNUAL CONTRACT FOR

Contract No.:

Board of County Commissioners
Chatham County Courthouse
124 Bull Street
Post Office Box 8161
Savannah, Georgia 31412

SERVICES CONTRACT

Between

CHATHAM COUNTY, GEORGIA

And

ABC COMPANY

This Contract is made and entered into this day of **2018**, by and between the Board of Commissioners of Chatham County, Georgia, hereinafter called the "BOARD," and, **ABC COMPANY**, a Corporation authorized to do business in Georgia, hereinafter called the "SERVICE PROVIDER."

WITNESSETH

WHEREAS, the BOARD desires to engage a qualified and experienced COMPANY **TO PROVIDE AS SPECIFIED IN BID NO.: , WHICH IS INCORPORATED HEREIN, IN ITS ENTIRETY BY REFERENCE.**

WHEREAS, the SERVICE PROVIDER has represented to the COUNTY that it is experienced and qualified to provide the services contained herein, and the BOARD has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the SERVICE PROVIDER that the COUNTY hereby engages the SERVICE PROVIDER and the SERVICE PROVIDER hereby agrees to perform the services hereinafter set forth:

ARTICLE I

TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1. TERM OF SERVICES: The service to be provided by the Service Provider as described in Article IV is to commence upon execution of this contract, and or upon a date mutually agreed upon by the County Contract Administrator, and the Service Provider. **THE TERM OF THIS CONTRACT IS FOR ONE (1) YEAR WITH RENEWAL OPTIONS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS, UNLESS DIRECTED OTHERWISE BY THE CHATHAM COUNTY BOARD OF COMMISSIONERS.**

SECTION I-2. REQUIREMENT FOR MANDATORY PERFORMANCE. The words "shall," "will" and "must" may be used interchangeably in this Contract; and in any case will indicate a required or mandatory performance by the SERVICE PROVIDER, and COUNTY.

SECTION I-3. COUNTY ADMINISTRATION. The administration of this Contract for Chatham County, Georgia, shall be the responsibility of the County administrative staff, hereinafter called the "COUNTY." _____ shall serve as the Project Manager for this contract and shall be responsible to the County Manager who is responsible to the BOARD for the proper effectuation of Chatham County, Georgia's obligations under the terms of this Contract.

SECTION I-4. COUNTY PROJECT MANAGER'S DUTIES AND AUTHORITY. The Project Manager is the Chatham County, Georgia staff member primarily responsible for the day-to-day management of this contract. They shall act as the official liaison between the SERVICE PROVIDER and the COUNTY. The Project Manager shall arrange for conferences and the exchange of data and information and for necessary approvals, except for such portion of these liaison duties as may be specifically delegated to the SERVICE PROVIDER under other provisions of this Contract. All correspondence, data, information and reports shall be directed to the Project Manager. The number of copies of such data shall be designated by the County Project Manager to provide for proper distribution to the parties concerned. The Project Manager shall be responsible for the maintenance of all records and correspondence concerning this contract for the COUNTY.

The SERVICE PROVIDER shall meet with the COUNTY for review of the work as determined by the Project Manager. The services shall be performed to the satisfaction of the County's Project Manager, subject at all times to the County Manager's approval, whose decision upon any question connected with the aforementioned service, or any failure or delay regarding same shall be final and conclusive.

The Project Manager will expedite any necessary decisions regarding provisions of this contract that affect the performance of the SERVICE PROVIDER.

SECTION I-5. PERSONNEL AND EQUIPMENT. The SERVICE PROVIDER represents that it has secured or will secure, at its own expense, all personnel and equipment necessary to

perform the services of this Contract; none of whom shall be employees of, nor have any contractual relationship with Chatham County. All of the services required hereunder will be performed by the SERVICE PROVIDER under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-6. SCHEDULING OF WORK TASKS. The SERVICE PROVIDER shall energetically and expeditiously carry out the required services.

SECTION I-7. REVIEW OF WORK IN PROGRESS. Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities required under this contract.

SECTION I-8. CHANGES TO THIS CONTRACT. The COUNTY may, at any time, request changes in the scope of services of the SERVICE PROVIDER to be performed hereunder. Such changes, including any increase or decrease in the term, rate or amount of the SERVICE PROVIDER's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the COUNTY and the SERVICE PROVIDER, shall be incorporated in written amendments to this Contract.

SECTION I-9. DELAYS AND EXTENSION OF TIME. If the SERVICE PROVIDER is delayed at any time in the progress of providing services by an act or neglect of Chatham County, or by changes ordered in the Work, or by labor disputes, strikes, insurrections, fires, act of God, unusual but well documented and excusable delays in performance, or other causes beyond the SERVICE PROVIDER's control, or by delay authorized by the COUNTY, then the Contract term of service and/or cost may be extended by Contract modification for such reasonable time as the COUNTY and SERVICE PROVIDER may agree.

SECTION I-10. TERMINATION OF CONTRACT FOR CAUSE. If through any cause, the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Contract, the SERVICE PROVIDER shall be in breach of this Contract and the COUNTY shall thereupon give written notice of default to the SERVICE PROVIDER and allow the SERVICE PROVIDER seven (7) calendar days from such notice to cure such default. After notice, the COUNTY shall have the right to terminate this Contract by giving written notice to the SERVICE PROVIDER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

If COUNTY fails without cause to make payment when due, the SERVICE PROVIDER may give written notice of the SERVICE PROVIDER's intention to terminate this Agreement. If the SERVICE PROVIDER fails to receive payment within ten (10) days after receipt of such notice by the COUNTY, the SERVICE PROVIDER may give a second written notice and five (5) days after receipt of second written notice by the COUNTY, the SERVICE PROVIDER may terminate this Agreement and recover from the COUNTY payment for services rendered.

SECTION I-11. TERMINATION OF CONTRACT FOR CONVENIENCE: Each party to the contract shall have the right to terminate the contract made hereunder for its convenience by giving the other party written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The SERVICE PROVIDER shall be paid for services rendered and not in question or dispute through the effective date of such termination.

SECTION I-12. TERMINATION OF CONTRACT FOR LACK OF FUNDING: The obligation of the COUNTY for payment to the SERVICE PROVIDER is limited to the availability of funds appropriated in a current fiscal period. The continuation of the contract into a subsequent fiscal period is subject to the appropriation of funds, unless otherwise authorized by law.

SECTION I-13. SERVICE PROVIDER TO COOPERATE WITH OTHER CONTRACTORS AND GOVERNMENT AGENCIES. If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER and its subcontractors shall fully cooperate with such other Contractors and COUNTY employees and carefully fit its own work to such additional work as may be directed by the COUNTY. The SERVICE PROVIDER and its subcontractors shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by COUNTY employees. Costs caused by ill-timed work shall be borne by the responsible party.

SECTION I-14. INDEMNIFICATION. The SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the SERVICE PROVIDER or its subcontractors. The SERVICE PROVIDER's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. SERVICE PROVIDER further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER or his subcontractors or anyone directly or indirectly employed by any of them.

The SERVICE PROVIDER's obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price as shown in Article II or to the scope and amount of coverage provided by any insurance maintained by the SERVICE PROVIDER including, without limitation to, the insurance required to be maintained by the SERVICE PROVIDER pursuant to Section II-4 of this Contract.

SECTION I-15. COVENANT AGAINST CONTINGENT FEES. The SERVICE PROVIDER shall comply with the relevant requirements of all Federal, State, County or other local laws. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Contract.

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

SECTION I-16. PROHIBITED INTERESTS.

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

b. Interests of Public Officials. No member, officer, or employee of Chatham County, Georgia, during his tenure shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION I-17. SUBCONTRACTING. The SERVICE PROVIDER shall not subcontract any part of the work covered by this Contract without the COUNTY's prior written approval of the subcontractor. All approved subcontractors and their personnel assigned to this Project shall be listed on Attachment B--Personnel Listing of this Contract.

SECTION I-18. ASSIGNABILITY. The SERVICE PROVIDER shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Contract without the written consent of the COUNTY.

SECTION I-19. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the SERVICE PROVIDER agrees as follows:

a. The SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status;

b. The SERVICE PROVIDER will, in all solicitations or advertisements for employees, insure that qualified applicants will receive consideration for employment and will take affirmative action to employ applicants without regard to race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;

c. The SERVICE PROVIDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

SECTION I-20. ANTI-KICKBACK CLAUSE. Salaries of all personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The SERVICE PROVIDER hereby agrees to comply with all applicable "Anti-Kickback" laws and shall insert appropriate provisions in all subcontracts covering work under this Contract.

SECTION I-21. PREFERENCE FOR LOCAL LABOR AND PURCHASES. The SERVICE PROVIDER hereby agrees, as part of the consideration to Chatham County for the making of this Contract, that the SERVICE PROVIDER in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this Contract; that the rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent practicable.

SECTION I-22. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the COUNTY may deem necessary, the SERVICE PROVIDER and his subcontractors shall make available to the COUNTY and/or representatives of the Chatham County Department of Internal Audit for examination all of its records with respect to all matters covered by this Contract. It shall also permit the COUNTY and/or representatives of the Department of Internal Audit to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the COUNTY or at the offices of the SERVICE PROVIDER as requested by the COUNTY.

SECTION I-23. VERBAL AGREEMENT OR CONVERSATION. No verbal agreement or conversation with any officer, agent, or employee of Chatham County, Georgia, either before, during, or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained. All changes to this Contract shall be in writing and appended hereto as prescribed in Section I-8.

SECTION I-24. INDEPENDENT CONTRACTOR. The SERVICE PROVIDER shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the SERVICE PROVIDER or any of its subcontractors, agents or employees to be the agent, employee or representative of Chatham County, Georgia.

SECTION I-25. NOTICES. All notices shall be in writing and any notices, demands and other papers or documents to be delivered to Chatham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to the **County's Project Manager,** _____ or at such other place or places as may be subsequently designated by written notice to the SERVICE PROVIDER.

All written notices, demands and other papers or documents to be delivered to the SERVICE PROVIDER under this Contract shall be transmitted by mail, postage prepaid, and addressed as follows: _____

SECTION I-26. CHOICE OF LAW. This Contract shall be deemed to have been executed in Chatham County, Georgia, and all questions of interpretation shall be governed by the laws of the State of Georgia.

SECTION I-27. COMPLIANCE WITH LAWS. The SERVICE PROVIDER shall comply with all applicable Federal, State, Chatham County and municipal laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the work, including but not limited to Chatham County building code and permits and/or municipal business licenses, building permits, and other local requirements, as applicable.

SECTION I-28. POST-CONTRACT TERM COMPLETION OF WORK. The SERVICE PROVIDER shall be entitled to complete any work assignments issued near the end of the term of this contract but which requires additional time for completion beyond the termination date of this contract.

SECTION I-29. ACCURACY OF WORK WARRANTED. The SERVICE PROVIDER hereby warrants the accuracy of the Work completed under the terms of this contract and shall promptly correct any errors and omissions at no additional cost to Chatham County. Acceptance of the Work by Chatham County will not relieve the SERVICE PROVIDER of the responsibility

for subsequent correction, at no additional cost to Chatham County, of any errors and omissions for a period of one (1) year after substantial completion of the Work.

At any time during the course of the work as specified in the documents contained or work performed by others based on data secured by the SERVICE PROVIDER under this Contract, the SERVICE PROVIDER shall confer with the COUNTY to correct any errors or omissions made by the SERVICE PROVIDER. The SERVICE PROVIDER shall prepare any reasonable data required by the COUNTY to correct such errors or omissions. The above consultations, clarifications or corrections shall be made without added compensation. The SERVICE PROVIDER shall give immediate attention to these changes so that there will be a minimum delay to COUNTY.

SECTION I-30. PERFORMANCE BOND. **NOT REQUIRED FOR THIS CONTRACT**

The contractor must provide a Performance Bond to the Chatham County Board of Commissioners which will always be at minimum equal to one hundred percent (100%) of the contract price including all additions, deletions or extensions. Any additions, deletions or extension in time shall not relieve a Surety of its liability in any manner whatsoever. The Performance Bond is to insure faithful and complete performance of the contract.

The **Performance Bond** shall be executed by a Surety Company acceptable to the Chatham County Board of Commissioners. The Surety Company must be licensed to do business in the State of Georgia.

The **Performance Bond** shall remain in effect for one (1) year following the formal acceptance of the work for all new public works construction projects.

Surety Company must within thirty (30) days of the expiration date of this contract, by letter, must certify its intent to renew or not renew its **Performance Bond** for the Contractor for additional yearly term (s).

If **Surety Company** does not renew the **Performance Bond**, it is the **Contractor's** responsibility to immediately provide the Chatham County Board of Commissioners a new Bond in the amount of one hundred percent (100%) of the cost of the contract. If **Performance Bond** requirement is not waived in writing and Contractor does not provide a new Bond, the Agreement will be terminated immediately.

SECTION I-31 PAYMENT BOND. ** NOT REQUIRED OF THIS CONTRACT**

ARTICLE II

COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR SERVICE PROVIDER SERVICES. The COUNTY shall pay the SERVICE PROVIDER for his services as follows: **AS LISTED ON ATTACHMENT C.**

SECTION II-2. COMPENSATION SCHEDULE. The detailed project compensation schedule is shown in Attachment C and is attached hereto and incorporated herein as a part of this Contract. Any changes to the cost will be directed to the SERVICE PROVIDER by the County Contract Administrator in writing, and said document shall automatically become an addition to Attachment C.

SECTION II-3. METHOD OF COMPENSATION. The compensation provided for herein shall include all claims by the SERVICE PROVIDER for all costs incurred by the SERVICE PROVIDER in the conduct of the work as authorized by the approved Project Compensation Schedule and this amount shall be paid to the SERVICE PROVIDER after receipt of the invoice and approval of the amount by the COUNTY. The COUNTY shall make payment(s) to the SERVICE PROVIDER in accordance with the schedule as indicated and provided for on forms approved by the County Project Manager.

The making of total or final payment shall constitute a waiver of all claims by Chatham County except those arising from unsettled liens, faulty or defective Work appearing after substantial completion, failure of the Work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contract Documents or those items previously made in writing and identified by the COUNTY as unsettled at the time of final application for payment. Acceptance of total or final payment shall constitute a waiver of all claims by the SERVICE PROVIDER, except those previously made in writing and identified by the SERVICE PROVIDER as unsettled at the time of final application for payment.

SECTION II-4. INSURANCE PROVISIONS The SERVICE PROVIDER shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, his Agents, Representatives, and Employees. The cost of such insurance shall be borne by the SERVICE PROVIDER.

The COUNTY evaluates each claim on a case-by-case basis and invokes all immunities and defenses permitted under law. With the exception of automobile liability, the COUNTY is not to be included as a named insured on SERVICE PROVIDER's policies. Prior to the

commencement of any work the SERVICE PROVIDER shall obtain and furnish certificates of insurance to the COUNTY indicating the following minimum lines of coverage:

a. Scope of Coverage as applicable: Insurance coverage shall be at least as broad as:

1. Current Insurance Service Office (ISO) Commercial General Liability coverage, and where applicable, supplemented by Umbrella/Excess with coverage as broad as the underlying Commercial General Liability policy(s). Commercial General Liability shall be written on an Occurrence basis with Products and Completed Operations, and Contractual Liability.

2. Current Insurance Service Office Business Auto coverage including Code 1, "Any Auto."

3. Worker's Compensation and Employer's Liability

b. Limits of Insurance: Effective coverage shall have the following limits:

1. **Commercial General Liability:** \$1,000,000 Combined Single Limit General Aggregate for bodily injury, property damage, Products-Completed Operations, Owners and Contractors Protective Liability, and Contractual Liability.

2. **Business Auto Liability:** \$1,000,000 Combined Single Limit per accident for bodily injury and property damage, including Code 1 - "Any Auto."

3. **Worker's Compensation** that shall comply with all applicable state and federal laws and shall include Employer's Liability with a minimum limit of \$500,000.

c. Special Requirements:

1. **Severability of Interest:** Where applicable, any insurance coverage provided by any party other than Chatham County, and which may indemnify Chatham County, the limits stated under such coverage shall apply separately to Chatham County.

2. **Reporting Provisions:** Any failure to comply with reporting provisions of any applicable policy shall not affect coverage, if any, afforded on behalf of Chatham County, its officials, officers, employees, or volunteers.

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

4. **Proof of Insurance:** The Contractor is required to carry insurance under this contract and shall furnish Chatham County with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5. **Insurer Acceptability:** Insurance is to be placed with insurers with a Best's rating of no less than A:V.

6. **Lapse of Insurance Coverage:** A lapse of insurance coverage shall constitute ground for termination of this contract by the Chatham County Board of Commissioners.

SECTION II-5. MAINTENANCE OF PROJECT FINANCIAL RECORDS. The SERVICE PROVIDER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project, where appropriate, and shall make such material available at all reasonable times, during the period of the Contract and for three (3) years from the date of final payment under the Contract, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The SERVICE PROVIDER agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

SECTION II-6. PAYMENT OF TAXES AND FEES. The SERVICE PROVIDER shall request and obtain any necessary inspections from the County Project Managers should same be required. The cost of any permit fees required by the County, and not waived, shall be paid by the SERVICE PROVIDER.

ARTICLE III

SERVICES PROVIDED BY THE COUNTY

SECTION III-1. SCOPE OF SERVICES. It is agreed and understood that certain services, if required, will be performed and furnished by the COUNTY in a timely manner so as not to delay the SERVICE PROVIDER unduly in his performance of said obligations.

SECTION III-2. INFORMATION TO THE SERVICE PROVIDER The COUNTY will supply the SERVICE PROVIDER with adequate copies of all data pertaining to the required service, plus full information as to the COUNTY's requirements for the service including any known pertinent data from any other SERVICE PROVIDERS performing work that would affect this Project.

SECTION III-3. COUNTY STAFF RESPONDING TO SERVICE PROVIDER

EXPEDITIOUSLY. The COUNTY will examine all data as the County deems appropriate for such examination and rendering written decisions pertaining thereto within a reasonable time so as not to delay the services of the SERVICE PROVIDER.

SECTION III-4. COUNTY GIVING NOTICE OF PROBLEMS.

The COUNTY shall give prompt verbal and/or written notice to the SERVICE PROVIDER whenever the COUNTY observes or otherwise becomes aware of any defect in the service or changed circumstances.

SECTION III-5. ACCESS TO PROPERTY.

The COUNTY will guarantee access to and make necessary provisions for the SERVICE PROVIDER to enter upon public and private property as required for the SERVICE PROVIDER to perform his services under this Contract.

ARTICLE IV

SCOPE OF SERVICES PROVIDED BY THE SERVICE PROVIDER

SECTION IV-1. SERVICE PROVIDER MISSION STATEMENT.

The SERVICE PROVIDER shall do, perform, and carry out the services as specified below in a satisfactory and proper manner and in conformance with the standard practices and procedures of its professions.

COMPANY TO PROVIDE AS SPECIFIED IN BID NO.: , WHICH IS INCORPORATED HEREIN, IN ITS ENTIRETY BY REFERENCE.

SECTION IV-2. DETAILED SCOPE OF SERVICES.

The detailed scope of services to be performed by the SERVICE PROVIDER includes those services required and issued to the SERVICE PROVIDER by the County's Project Manager. All work shall comply with current Chatham County Codes and shall be inspected or caused to be inspected by the County Project Managers as appropriate. Service shall include the following:

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

ATTEST:

SERVICE PROVIDER:

SIGNATURE

SIGNATURE

TITLE

TITLE

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.
(CORPORATE SEAL)

CHATHAM COUNTY, GEORGIA:

LEE SMITH, COUNTY MANAGER
Chatham County, Georgia
Board of Commissioners

APPROVED AS TO FORM AND LEGALITY ATTEST:

R. JONATHAN HART, COUNTY ATTORNEY

JANICE E. BOCOOK, CLERK

CONTRACT NO.

COMMISSION APPROVAL:

ATTACHMENT A

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the (Drug Free Workplace) have been complied with in full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____(Contractor) certifies to Chatham County

that a drug-free workplace will be provided for the employees during the performance of this contract known as: **CONTRACT FOR**, pursuant to paragraph (7), of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR _____ DATE _____

NOTARY _____ DATE _____

ATTACHMENT B

LIST OF SUBCONTRACTORS, M/WBE SUBCONTRACTORS OR SUPPLIERS

I DO ___, DO NOT ___, PROPOSE TO SUBCONTRACT SOME OF THE WORK ON THIS PROJECT. I PROPOSE TO SUBCONTRACT WORK TO THE FOLLOWING SUBCONTRACTORS.

Key management and professional staff

***M/WBE

Company Name

Address

Type of Work

Subcontracted Value

Company Name

Address

Type of Work

Subcontracted Value

* AFRICAN-AMERICAN Owned/operated

** WOMEN Owned/operated

*** OTHER MINORITY Owned/operated

In the event that subcontractor changes are approved by the COUNTY, the CONTRACTOR shall amend the list and attach the amended list to this list.

B-1

SAMPLE

ATTACHMENT C

PROJECT COMPENSATION SCHEDULE

PAYMENT WILL BE MADE BY INVOICE SUBMITTED TO PROJECT MANAGERS
SERVICES SATISFACTORILY COMPLETED. CONTRACT PRICES ARE AS FOLLOWS:

SAMPLE

**ATTACHMENT D
PROMISE OF NON-DISCRIMINATION STATEMENT**

Know All Men By These Presence, that I (We),

_____, _____ Name
(herein after "Company"),
Title Name of Bidder

in consideration of the privilege to bid/or propose on the following Chatham **County project procurement CONTRACT FOR** hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

ATTACHMENT E

**LETTER OF INTENT TO PERFORM AS A MINORITY/WOMEN BUSINESS
ENTERPRISE
SUBCONTRACTOR/JOINT VENTURE PARTNER**

*THIS FORM MUST BE COMPLETED BY THE SUCCESSFUL SUB-CONTRACTOR AND
SUBMITTED BY THE APPARENT SUCCESSFUL BIDDER OR PROPOSER BEFORE
APPROVAL OF CONTRACT AWARD IS REQUESTED BY COUNTY STAFF FROM THE
BOARD OF COMMISSIONERS.*

TO: CHATHAM COUNTY PURCHASING

PROJECT:

Bidder:

DATE:

The undersigned has agreed to perform work in connection with the above project as:

a sole proprietorship (individual) a corporation
 a partnership a joint venture

Detailed description of work items to be performed:

at the following price \$ _____.

Type or Print Name of M/WBE Sub-Contractor

By: _____

Title: _____

Printed Name: _____

The undersigned will enter into a written agreement with the above M/WBE Contractor for the work described upon award and execution of a contract with Chatham County.

Type or Print Name of Firm

Signature: _____

Title: _____

Printed Name: _____

Date: _____

SAMPLE

ATTACHMENT F

CHATHAM COUNTY, GEORGIA

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education or local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document. It is the Contractor's responsibility to inform the County when their company is debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation during the term of the contract.

Certification - the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT Mod. CC P & C 6/2005