



BARROW COUNTY
Georgia

MEMORANDUM

To: Parties Interested In RFP2018-31
From: Cindy Clack
Date: May 23, 2018
Re: RFP2018-31 Vegetation Clearing Services – Hwy 82

RFP2018-31 is attached for your consideration. Anyone accessing this Request for Proposal from the Barrow County website www.barrowga.org is responsible to insure the latest documents are in their possession including any addenda. All addenda, questions and answers will be posted on this site. ***This site should be visited frequently to insure an awareness of any updates.***

Please insure proposals are submitted exactly as specified in the RFP. If you have any questions, please submit them in writing as called for in the RFP.

Thank you.



BARROW COUNTY
Georgia

**REQUEST FOR PROPOSALS
RFP2018-31**

VEGETATION CLEARING SERVICES – HWY 82

**BARROW COUNTY, GEORGIA
MAY 23, 2018**

DATE OF OPENING: JUNE 7, 2018

Barrow County Board of Commissioners
30 North Broad Street; Winder, GA 30680

REQUEST FOR PROPOSALS

RFP2018-31

**VEGETATION CLEARING SERVICES – HWY 82
BARROW COUNTY BOARD OF COMMISSIONERS**

Date: May 23, 2018

PURPOSE: The purpose of this request is to provide qualified individuals or companies (hereafter called “vendors”) with sufficient information to enable them to submit a uniform proposal for the County’s review for vegetation clearing services (hereafter called “project”) required by the Barrow County Board of Commissioners and the Joint Development Authority (JDA) of Winder-Barrow County. Also, to set forth a systematic method that will be fair and impartial to all parties concerned and to generate a response that can be equally evaluated by the County.

GENERAL: Barrow County Board of Commissioners and the JDA are interested in entering into an agreement with a vendor that would provide services associated with its vegetation clearing services at the Hwy 82 property per Exhibit A. Required services are listed on the attached Proposal Form.

OBJECTIVE: Barrow County Board of Commissioners and the JDA desire to have a vegetation clearing program for up to 205 acres of land owned by the JDA and located at (See exhibit A for Legal Description of Parcels 1 and 2 of Applicable Property).

COMPLIANCE WITH THE REQUEST FOR PROPOSAL (RFP): Each prospective vendor must comply with all requirements of this RFP. Notice is hereby given to all vendors that if their submittals are defective or irregular, the same may be rejected immediately. To facilitate comparative analysis and evaluation of submittals, it is desired that a uniform format be employed in structuring each. The required format will coincide with specifications given later in this notice. The vendor’s degree of compliance with the requirements of this notice will be a factor in the subsequent evaluation and possible selection for providing designated services. All instructions are to be considered an integral part of this RFP.

COMPENSATION: Contractor shall compensate the County and provide work to the JDA and, as a result, shall receive the right to keep all vegetation that the Contractor removes from the JDA parcel. The Contractor, after removing the Vegetation from the JDA Parcel, may make whatever lawful use of the Vegetation that Contractor desires.

TERM: It is intended that Barrow County Board of Commissioners and the JDA will enter into an agreement with a vendor for an initial period ending June 30, 2019, with the option of extending the agreement for up to 4 (four) additional 1 (one) year periods. Extension will be predicated on satisfactory performance.

RIGHT TO SUBMITTED MATERIALS: All responses, inquires, or correspondence relating or in reference to this schedule, exhibit, and other documentation by the vendor

shall be properly identified as to vendor and will become the property of Barrow County when received. Barrow County will not be responsible for any expenses incurred by any Vendor in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the County or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Vendor even if the Board of Commissioners has formally accepted a recommendation

CLARITY AND THOROUGHNESS: Barrow County must determine which vendor best meets its immediate and long-term objectives. It is the proposing vendor’s responsibility to ensure that all information in the proposal is thorough and easily readable by County. County, at its sole discretion, may reject any submittal that is unclear in any way.

INQUIRIES: Proposing vendors, or their representatives or agents, **shall not** contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Official or employee of any Barrow County Elected Official, or members of the Joint Development Authority regarding this RFP, proposal evaluation, or selection process from the time the RFP is issued until the time a notification of intent to award is announced. **Questions relating to this RFP must be submitted in writing to: Cindy Clack, Senior Buyer (email: cclack@barrowga.org). *Deadline for questions is Thursday, May 31, 2018 at 12:00noon Eastern Standard Time.*** All questions submitted by this date will be answered and posted as an addendum on the website www.barrowga.org.

EVENTS: The following dates and times apply to this RFP:

1. Issue Request for Proposal -----May 23, 2018
2. Deadline for Questions -----May 31, 2018 (12:00 Noon EST)
3. Proposal Due Date -----June 7, 2018 (12:00 Noon EST)
4. Proposal Opening -----June 7, 2018 (2:00 PM EST)

SEALED PROPOSALS: Each proposal must be submitted in a sealed envelope, addressed to the County. Each sealed envelope containing a proposal must be plainly marked on the outside with “**RFP2018-31 Vegetation Clearing Services – Hwy 82**”. If a proposal is forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope to the attention of the County at the address shown below and also plainly marked with “RFP2018-31 -- Vegetation Clearing Services – Hwy 82”. The County will not be responsible for late mail deliveries and **no proposal will be accepted if received after the time stipulated by this RFP.** No proposal may be withdrawn or modified in any way after the deadline for RFP opening. **FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL DISQUALIFY THE PROPOSAL.**

PROPOSALS SHALL BE SUBMITTED TO:

Barrow County Board of Commissioners
Danielle Austin, County Clerk's Office
30 North Broad Street
Winder, GA 30680
770.307.3005

Sealed proposals will be accepted in the County Clerk's Office, no later than **12:00 pm (Noon) Thursday, June 7, 2018**. Proposals will be opened in the main floor conference room at 30 North Broad Street, Winder, Ga. 30680 at the above address at 2:00 p.m. on June 7, 2018. All proposals will be evaluated and the project will be awarded, if it is awarded, within 120 days of the proposal opening.

LIABILITY AND RISK MANAGEMENT: See attached Agreement for Requirements.

PROPOSAL FORMAT: Vendor should submit an original (unbound) and four (4) copies of the requested proposal. The proposal shall consist of the following in the order shown:

- **Compensation** – Use the attached “Vegetation Clearing Services Proposal” in submitting compensation to County.
- **Agreement** – PROFESSIONAL SERVICES AGREEMENT: All submitted proposals are to include an executed Professional Services Agreement (the “Agreement”) included in this package to indicate a willingness to comply with all terms of the Agreement. Upon award of the Project to the winning vendor, the County will execute the Agreement. Please be advised that the proposing vendor's execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Agreement.

DOCUMENTS: The following are included in this “Request for Proposal”:

- Memo (1 Page)
- Request For Proposal (5 Pages)
- Specifications (1 Page)
- Exhibit A Warranty Deed (4 Pages)
- Proposal Form (1 Page)
- Agreement (11 Pages)

PROPOSAL EVALUATIONS AND SELECTION PROCESS AND TIMELINE:

Proposals will be reviewed and one proposal will be selected that, in the opinion of the County, is most advantageous to meeting its needs. Evaluation will include compensation. Barrow County reserves the right to reject any and all proposals submitted, or where it may serve the best interest of the County, to request additional

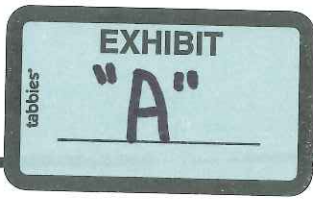
SPECIFICATIONS – RFP2018-31
VEGETATION CLEARING SERVICES – HWY 82

Following are requirements for providing Vegetation Clearing Services – Hwy 82 for Barrow County Board of Commissioners and the Joint Development Authority (JDA)

- 1) Approximately 205 Acres of Land owned by the JDA and located at (See Attached Exhibit A for Legal Description of Parcels 1 and 2 of Applicable Property).
- 2) Fertilize the Property.
- 3) Cut, Bale and Haul Away the Harvested Hay.
- 4) Work to be Completed by June 30, 2019 with an option of extending the agreement for up to 4 (four) additional 1 (one) year periods.
- 5) All Equipment for Baling Hay to be provided by Contractor.
- 6) Contractor Shall Compensate the County for the Harvested Hay.
- 7) NO LIVESTOCK of any kind will be allowed on the property.

information or clarification from those submitting proposals. The County, at its sole discretion, also reserves the right to waive any informalities or technicalities relative to any or all proposals. Where two or more contractors are deemed equal, the County reserves the right to make the award to one of the contractors. At the County's discretion, presentations may be requested as part of the evaluation process.

ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the vendor selected will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, any part thereof, without written consent by Barrow County.



BK0658PG0603

After recording, return to:
STRECKLAND, CHESNUTT & LINDSEY, LLP
PO BOX 149
WINDER, GA 30680
FILE NO. Mac-8-2001

FILED
SUPERIOR COURT
BARROW COUNTY, GA.
02 JAN -7 PM 2:52
GLORIA M. WALL, CLERK

Barrow County, Georgia
Paid to: John J. Adair
Dist. 1
Clerk of Superior Court

STATE OF GEORGIA
COUNTY OF BARROW

WARRANTY DEED

THIS INDENTURE, made this 2nd day of January, 2002, between BESSIE P. SEGARS, of Barrow County, Georgia, as party of the first part, and WILLIAM RICHARD SEGARS, JR., of Barrow County, Georgia, as party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described property, to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in the 243rd District, G. M. Barrow County, Georgia, being Tract No. 1 "A", containing 52.000 acres, more or less, and being more particularly described and delineated according to a plat of survey prepared by Borders and Associates, certified by Paul E. Borders, Georgia Registered Surveyor No. 1995, dated September 18, 2000, Revised October 31, 2000, Revised again January 25, 2001 and further revised November 29, 2001; said plat being of record in the Office of the Clerk of the Superior Court of Barrow County, Georgia in Plat Book 54, page 34; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

TO HAVE AND TO HOLD the said tracts or parcels of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, its heirs, successors and assigns, forever in FEE SIMPLE.

AND THE SAID party of the first part, for their heirs, executors, administrators, successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its heirs, successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part has hereunto set its hand and affixed its seal, the day and year above written.

Signed, sealed and delivered on the date set out above in the presence of:

[Signature]
Unofficial Witness

[Signature] (SEAL)
BESSIE P. SEGARS

[Signature]
Notary Public
NOTARY PUBLIC
Barrow County, Georgia

BK 1324PG0151

2007 JUL 3

FILED
SUPERIOR COURT
BARROW COUNTY, GA

2007 JUL -6 PM 4:41

GLORIA M. WALL, CLERK

After recording, Return to:
Russell, Stell, Smith & Mattison, P.C.
P.O. Box 644
Winder, GA 30680

Barrow County, Georgia Real Estate Transfer Tax
Paid \$ 97.67
Date 7/6/07
PT # 207-2007-002569
Gloria M. Wall
Clerk of Superior Court

EXHIBIT 5.2.2(A)

LIMITED WARRANTY DEED

THIS INDENTURE is made as of the 29th day of June, 2007, by and between WILLIAM RICHARD SEGARS, JR., as party of the first part, hereinafter referred to as "Grantor," and THE JOINT DEVELOPMENT AUTHORITY OF WINDER-BARROW COUNTY, as party of the second part, hereinafter referred to as "Grantee," the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural.


WITNESSETH:

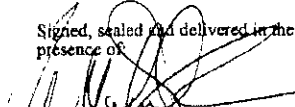
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee all that tract or parcel of land lying and being in the 243rd and 246th District, of Barrow County, Georgia records, as more particularly described on Exhibit A attached hereto and incorporated by this reference (the "Property"). This conveyance is made subject to the Permitted Exceptions shown on Exhibit B attached hereto and incorporated by this reference.

TO HAVE AND TO HOLD the Property, together with any and all of the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to, the only proper use, benefit and behoof of the Grantee and the heirs, legal representatives, successors and assigns of Grantee forever IN FEE SIMPLE.

GRANTOR SHALL WARRANT and forever defend the right and title to the Property unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed as of the day and year first above written.

GRANTOR:

William Richard Segars, Jr.

Signed, sealed and delivered in the presence of

John E. Stell, Jr.
Notary Public



BK 1324PG0152

EXHIBIT "A"

Legal Description

Parcel 1:

All that tract or parcel of land lying and being in the 243rd and 246th Districts, G.M., State of Georgia, County of Barrow, designated as Tract No. 1 "A", encompassing 52.000 acres; Tract No. 1 "B", encompassing 5.000 acres; Tract No. 1 "C", encompassing 15.000 acres; Tract No. 1 "D", encompassing 72.049 acres; Tract No. 2, encompassing 41.363 acres and Tract No. 3, encompassing 13.524 acres, with a total acreage of 198.936 acres, and being more particularly described and delineated according to a plat and survey prepared by Borders and Associates, certified by Paul E. Borders, Georgia Registered Land Surveyor No. 1995, dated September 18, 2000, entitled "Survey for Tract No. 1 and Tract No. 3 - Estate of William Richard Segars, Sr. and Tract No. 2 - William Richard Segars, Jr.", said plat being of record in the Office of the Clerk of Superior Court of Barrow County, Georgia, in Plat Book 60, page 73; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

Parcel 2:

All that tract or parcel of land lying and being in the 243rd District, G.M., State of Georgia, County of Barrow, encompassing 5.883 acres, and being more particularly described and delineated according to a plat and survey prepared by Borders and Associates, certified by Paul E. Borders, Georgia Registered Land Surveyor No. 1995, dated August 21, 2000, entitled "Survey for William Richard Segars, Jr.", said plat being of record in the Office of the Clerk of Superior Court of Barrow County, Georgia, in Plat Book 60, Page 74; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

WRJ

BK 1324 PG 0153

EXHIBIT "B"

Exceptions

Subject to easements, covenants, conditions, and restrictions of record.

wrs



BARROW COUNTY
Georgia

**PROPOSAL FORM
(SUBMIT ONE ORIGINAL UNBOUND
AND FOUR (4) COPIES)**

PROJECT: RFP2018-31 – VEGETATION CLEARING SERVICES – HWY 82

SUBMITTED TO: Barrow County Board of Commissioners

SUBMITTED BY (NAME, ADDRESS AND TELEPHONE NUMBER OF COMPANY):

Barrow County Board of Commissioners:

Having carefully examined the Request for Proposals and Related Documents for RFP2018-31, and Addenda _____, the undersigned proposes to furnish Vegetation Clearing Services – Hwy 82 with the following compensation:

| Per Specifications | Compensation | Comments (If Any) |
|--|--|-------------------|
| Vegetation Clearing Services for up to 205 acres | \$ _____ /Amount Contractor will compensate the County | |

Attached are the documents as called for in the RFP.

Signed, sealed, and dated this _____ Day of _____, 2018.

Proposer: _____ (Seal)
(Company Name)

By: _____

Title: _____

SERVICES AGREEMENT

THIS AGREEMENT is effective as of this ___ day of _____, 2018, by and between the **JOINT DEVELOPMENT AUTHORITY OF WINDER-BARROW COUNTY** ("JDA") and **BARROW COUNTY**, a political subdivision of the State of Georgia (the "County"), and _____ ("Contractor"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the JDA desires to retain a contractor to provide certain services generally described as Vegetation Clearing Services – Hwy 82 (the "Work") on approximately 205 acres of land owned by the JDA and located along Hwy 82 (See Exhibit A, attached hereto and incorporated herein by reference, For Legal Description of Parcels 1 and 2 of Applicable Property) (collectively referred to as the "JDA Parcel"); and

WHEREAS, the JDA finds that specialized skills and equipment are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the JDA lacks the personnel and equipment necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Work is necessary to maintain the JDA Parcel in good and manageable condition and to allow the JDA to protect the JDA Parcel from trespassers, vandalism, and other undesirable events; and

WHEREAS, the County possesses certain rights and interests regarding the JDA Parcel and thus desires for the Contractor to perform the work and to be a beneficiary regarding the Contractor's obligations under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement;

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND COMPLETION DATE

A. Project Description

The Project is described as Vegetation Clearing Services – Hwy 82 on the JDA Parcel.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the clearing of vegetation, including hay ("Vegetation"), from the JDA Parcel, and the removal of the cleared Vegetation from the JDA Parcel, to the satisfaction of the JDA and the County and as described

in RFP2018-31, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B."

C. Completion Date

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. Contractor shall complete performance of the Work no later than June 30, 2019 provided that this Agreement may continue, subject to the termination provisions below, for an additional four (4) years thereafter. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on June 30 each year of the Term, and further, that this Agreement shall automatically renew on July 1 of each subsequent year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. COMPENSATION

Contractor shall compensate County in the amount of \$_____ and provide the Work to the JDA and, as a result, shall receive the right to keep all Vegetation that the Contractor removes from the JDA Parcel. The Contractor, after removing the Vegetation from the JDA Parcel, may make whatever lawful use of the Vegetation that Contractor desires.

III. COVENANTS OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the JDA, recognizing that the JDA's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

B. JDA's Reliance on the Work

The Contractor acknowledges and agrees that the JDA does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, neither the JDA nor the County bears any responsibility for Contractor's services performed under this Agreement. The County and JDA will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance.

C. Contractor's Representative

_____ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

D. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the JDA and the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the JDA shall have no obligation to them.

E. Responsibility of Contractor and Indemnification of JDA/Barrow County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the JDA, the County, and their officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to collectively as “County Parties”) from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney’s fees and costs of defense, (hereinafter “Liabilities”) which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the JDA, the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the JDA, the County or County Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the JDA, the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

F. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the JDA or the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the JDA or the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the JDA and/or the County

with regard to the results of such services only.

G. Insurance

(1) Requirements:

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the JDA's Attorney and the County's Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the JDA and the County.

(2) Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the JDA and the County.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

- (i) The JDA and the County, and their officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection

afforded to the JDA and the County, and their officials, employees, agents or volunteers.

- (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the JDA and the County, and their officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the JDA and the County, and their officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the JDA and the County, and their officials, employees, agents or volunteers.
- (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer agrees to waive all rights of subrogation against the JDA and the County, and their officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the JDA.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the JDA and the County, and their officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the JDA.

(c) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the JDA.
- (ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than

A:VII.

(6) Verification of Coverage:

Contractor shall furnish the JDA with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the JDA prior to execution of this Agreement by the JDA. The JDA reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors:

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insured.

(8) Claims-Made Policies:

Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) JDA and County as Additional Insured and Loss Payee:

The JDA and the County shall be named as an additional insured and loss payee on all policies required by this Agreement.

H. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics.

I. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of Contractor's industry.

J. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

K. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section III(K) in every subcontract for services contemplated under this Agreement.

IV. COVENANTS OF THE JDA

A. Right of Entry

The JDA shall provide for right of entry for Contractor in order for Contractor to complete the Work.

B. JDA's Representative

David Smith shall be authorized to act on the JDA's behalf with respect to the Work as the JDA's designated representative.

V. TERMINATION

A. The JDA shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have no right to terminate this Agreement prior to completion of the Work.

B. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly remove Contractor's equipment used in performing this Agreement.

C. The rights and remedies of the JDA and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VI. NO PERSONAL LIABILITY

No member, official or employee of the JDA or the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the JDA or the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services

under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the JDA and/or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement among the Parties and supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of all Parties with appropriate authorization.

VIII. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

IX. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

X. CAPTIONS AND SEVERABILITY

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XI. NOTICES

A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between David Smith for the JDA, County Manager for the County, and _____ for the Contractor.

B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be

furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE JDA shall be sent to:

NOTICE TO THE COUNTY shall be sent to:

County Manager
Barrow County Board of Commissioners
30 North Broad Street
Winder, Georgia 30680

NOTICE TO THE CONTRACTOR shall be sent to:

Phone: _____

XII. WAIVER OF AGREEMENT

The JDA's or the County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XIII. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the JDA's or the County's sovereign immunity or any individual's qualified good faith or official immunities.

XIV. FORCE MAJEURE

Neither the JDA nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

XV. NO "THIRD PARTY" RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any "third parties" with any remedy, claim, liability, reimbursement, cause of action or other right.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the JDA, the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

CONTRACTOR:

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

**JOINT DEVELOPMENT AUTHORITY OF
WINDER-BARROW COUNTY**

By: _____
Its: _____

[SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

BARROW COUNTY, GEORGIA

By: _____
Its: _____

[SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:
