

# **CITY OF BRUNSWICK**

**May 2022**

**DEBRIS REMOVAL AND DISPOSAL**

**REQUEST FOR PROPOSAL**



**CITY OF BRUNSWICK GEORGIA**

**Purchasing Department**

**601 Gloucester Street. City Hall**

**Brunswick, Ga 31520**

**Phone: 912-267-5538**

**Email: [athorpe@cityofbrunswick-ga.gov](mailto:athorpe@cityofbrunswick-ga.gov)**

## TABLE OF CONTENTS

### Contents

1. Invitation To Proposers.....	5
2. Proposal Form .....	5
3. Examination.....	6
4. Responsiveness.....	6
5. Gratuities.....	6
6. Georgia Open Records Act .....	6
Section A.....	7
Terms & Definitions.....	7
Section B .....	8
Section C.....	9
Scope of Services.....	9
1. General.....	9
2. Objective .....	10
3. Initiating Contract When a Major Disaster Occurs or is Imminent. ....	10
4. Household Hazardous Waste.....	10
5. Dead Animals .....	11
6. Relationship between Debris Management Director and the Debris Removal Contractor ....	11
7. Potential Scenarios .....	11
8. Statement of Work.....	13
Section D.....	18
Fee Schedule/ Full Price Lists .....	18
Section E .....	32
<u>Technical Proposal Requirements</u> .....	32
1.0 Introduction.....	<b>Error! Bookmark not defined.</b>
2.0 Debris Removal and Disposal Services .....	32
3.0 Proposal Evaluation Factors .....	36
4.0 Oral Presentation .....	37
5.0 Negotiations .....	37
6.0 Contract Formation .....	38
Section F.....	39

<u>General Conditions</u> .....	39
1.0 Contract Administration .....	39
2.0 Contract Technical Representative.....	39
3.0 Notice of Award of Contract .....	39
4.0 Execution of Contract Documents.....	40
5.0 Insurance.....	40
6.0 Quantities .....	41
7.0 Notice to Proceed .....	41
8.0 Suspension or Termination of Services .....	42
9.0 Assignments .....	42
10.0 Laws and Regulations .....	42
11.0 Notice and Service.....	43
12.0 Schedule, Reports and Records .....	43
13.0 Changes in the Contract .....	43
14.0 Payments and Completion .....	44
15.0 Contractor’s Claim .....	44
16.0 Contract Agreement Jurisdiction .....	45
17.0 Bonds .....	45
18.0 Georgia Security and Immigration Compliance Act.....	45
Section G.....	47
Representation .....	47
Sample Contract .....	58
Part A: Contract Form.....	58
Part B .....	62
Performance Bond .....	62
<b>Contractor</b> .....	63
Part C.....	64
Payment Bond.....	64
Part D.....	66
Affidavit of Payment of Claims.....	66
Part E .....	67
Statement of Insurance.....	67



## DEBRIS REMOVAL & DISPOSAL SERVICES

### 1. Invitation To Proposers

The City of Brunswick, Georgia (the City) will receive technical and fee proposals for the referenced services which are described in the schedules attached hereto until **2:00 p.m., June 15<sup>th</sup>, 2022**.

The City invites vendors to submit proposals in response to the specific requirements set forth in this request for proposals (RFP). The packages containing the proposal **must be sealed**, and addressed to:

**Purchasing Agent's Office  
Alakenisa Thorpe  
601 Gloucester Street  
Brunswick, Georgia 35120 (City Hall Building)**

All proposals must be marked "Debris Removal & Disposal Services" –RFP. The package must bear on the outside, the name and address of the vendor. No proposal may be withdrawn or modified in any way after the deadline for proposal openings, and no faxed proposals will be accepted. All submitted proposals will be publicly opened and only the name(s) of those Proposers responding will be mentioned. It is the responsibility of the Proposer to have its sealed proposal at the Purchasing Agent's Office **at least ten (10) minutes prior to the time of opening**, if the Proposer is not attending the opening. Proposals received after the scheduled bid opening time and date will remain unopened and will not be considered. All Proposers are invited to be present during the proposal opening.

Questions regarding this request for proposals should be submitted in writing to Alakenisa Thorpe, at [athorpe@cityofbrunswick-ga.gov](mailto:athorpe@cityofbrunswick-ga.gov), prior to 12:00 noon on May 27, 2022. Responses to any questions will be posted to the City of Brunswick's website by June 1, 2022.

The contract will be awarded, if awarded, to the most responsive and responsible Proposer according to the criteria provided for in Section D of this RFP. The City of Brunswick anticipates making a single award; however, it reserves the right to make multiple awards should it deem in the best interest of the City. Such an award, if any, is projected to be accomplished within sixty (60) days from the proposal opening.

**THE BOARD OF COMMISSIONERS, CITY OF BRUNSWICK, GEORGIA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, WAIVE TECHNICALITIES AND MAKE THE AWARD IN THE BEST INTEREST OF THE CITY.**

### 2. Proposal Form

Proposals shall be submitted on the Schedule Forms included herein. **The Proposer will submit an original and four (4) copies of its technical proposal and an original and one (1) original copy of its cost proposal. Technical and Fee proposals are to be packaged separately. All documents should be on (1) usb drive.** You are reminded that failure to acknowledge receipt of amendment(s), failure to include representations, certifications, Oaths, affidavits or any other required information may render your proposal non-responsive. You must include the original of all required forms in your original

technical and include copies in the technical copies. The Fee Schedule should contain only the cost. MARK THE ORIGINAL AS SUCH.

## **DEBRIS REMOVAL & DISPOSAL SERVICES REQUEST FOR PROPOSAL**

### **3. Examination**

The Proposer is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Proposer of the obligation to furnish all products and services necessary to carry out the provisions of the contract.

### **4. Responsiveness**

The City will consider the degree to which each Proposer has submitted a complete Technical and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

### **5. Gratuities**

The City of Brunswick acknowledges that it may be customary, especially during the holiday season, to provide gifts or other gratuities to employees or departments. However, The City of Brunswick Personnel Policy prevents the acceptance of such gifts. Your cooperation in respecting the policy is appreciated.

### **6. Georgia Open Records Act**

Proposers are reminded that documents and information in the possession of The City of Brunswick will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Any trade secrets in your bid must be placed in a separate envelope, clearly identified and marked as such. Marked at a minimum by a cover letter explaining exactly where such information is, and otherwise marked, highlighted, etc. so as to be plainly visible.

## SECTION A TERMS AND DEFINITIONS

- **Company** - The Proposer.
- **City** - The City of Brunswick
- **City Employee** - An employee of The City of Brunswick subject to its personnel policies.
- **Contractor** – Chosen Proposer
- **Department** - A unit of the government that encompasses similar staff functions, purposes, and goals and operates under the direct supervision of the City of Brunswick, a Constitutional Officer or an Appointed Official.
- **Fee** - A dollar amount inclusive of all Proposer's costs (overhead, insurance, labor, equipment, advertisements, etc.), general & accounting, and profit charged for a specific service(s).
- **NTE** - Amount of fee Not To Exceed regardless of the number of transactions ordered.
- **Principal** - Any officer or director of the proposing organization, and any person, firm, corporation, partnership, joint venture, or other entity, who or which owns or controls three percent (3%) or more of the voting stock or any equivalent voting interest of a partnership or joint venture.
- **Proposal** - An offer or statement of a price and project description in response to a request for materials or services to be rendered to the City or its employees.
- **Proposer** - Any corporation, partnership, individual, sole proprietorship, joint stock Company, joint venture, or any other private legal entity that has submitted a bid which conforms in all material respects to the requirements set forth in the RFP.
- **Request For Proposal (RFP)** - Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein.
- **Debris Management Director** – City Department head and/or his designee(s) will manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials either broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.
- **FEMA** – Federal Emergency Management Agency.
- **FHWA** – Federal highway Administration.
- **TDSRS** – Temporary Debris Staging & Reduction Sites.
- **“At the beginning of hurricane season”** – April 30 to May 20 of any given year.

**SECTION B**  
**INTRODUCTION**

- 1.0 **General:** The City of Brunswick (the City) is advertising for qualified vendors to provide for a Debris Removal & Disposal Services. It is the City's intent to enter into a contract with one or more vendors with said contracts being activated when a major disaster occurs or is imminent.
- 2.0 **Intention:** It is the intention of City to enter into a pre-event contractual agreement with one or more qualified Proposers who will provide services to lawfully dispose of disaster generated debris (other than household putrescible garbage) from public property and public rights-of-ways, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in The City of Brunswick immediately after a hurricane or other disaster. The services required are delineated in the Scope of Services section of this RFP. Proposers are expected to describe, in detail, how they will accomplish each aspect of the services.
- 3.0 **Summary of Services:**
- a. Provide all expertise, effort, personnel and equipment necessary to provide cost effective and lawful Debris Removal and Disposal Services for The City of Brunswick in disaster recovery efforts.
  - b. Provide technical expertise to cost effectively and lawfully set up and operate TSDRS.
- 4.0 **Contract Period:** It is anticipated that a contract, if awarded, will be for a base period beginning upon receipt of a Notice To Proceed and ending on **July 7, 2027.**

*- End of This Section -*



## SECTION C SCOPE OF SERVICES

### **1. GENERAL**

It is the decision of The City of Brunswick to enter into a pre-event contract, which would result in no immediate cost to the City, with a firm to provide Debris Removal and Disposal Services for the City to aide in recovery from a natural or man-made disaster or event. The selected Contractors shall be the Prime Contractors for all services outlined in this request for proposal.

It is the intent of the City that this proposal will result in the selection of an experienced firm to remove and lawfully dispose of disaster-generated debris (other than household garbage) from public property and rights-of-ways, and to set up and operate Temporary Debris Staging & Reduction Sites (TDSRS) in the City immediately after a hurricane or other disaster. The successful proposers will not be responsible for the preparation of the Federal Emergency Management Agency (FEMA) Project worksheets and submittals to Georgia Emergency Management & Homeland Security Agency (GEMA/HS). The Debris Management Director will perform these tasks. The successful proposer shall be responsible for providing full support to the Debris Management Director in the development of the project worksheets and documentation to support the projects.

It is further understood that, except as otherwise specifically stated that the Contractor shall provide and pay for all labor, tools, equipment, transportation, supervision, and other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified.

Any and all services provided by the Contractor as well as labor, materials, and equipment used by the Contractor shall comply fully with all federal, state and local laws, regulations, and guidance.

The Contractor shall disclose current and future debris management contractual obligations with northern Florida and Georgia throughout the term of the contract and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this contract. Such disclosure shall be provided to the City within thirty (30) days of entering into said contractual obligation.

Per FEMA guidelines the Contractors shall provide a subcontractor plan that provides a clear description of the scope and percentage of work the Contractor may subcontract out and limiting use of subcontractors to only those approved by The City of Brunswick.

The Contractor shall agree to provide performance and payment bonds in an amount of One Million (\$1,000,000) in accordance with the requirements contained in the General Conditions. Performance and payment bonds shall be provided to The City of Brunswick within 15 days of any invocation of the contract. The City shall have the right to increase the amount of the performance and payment bonds. Reimbursement for payment and performance bonds will be made by the City to the Contractor.

## **2. OBJECTIVE**

The objective of this RFP is to secure the services of an experienced contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and for lawfully disposing of all debris.

This work is coordinated through the City/ Federal Emergency Management Agency (FEMA) Debris Management Guide and it may be used for guidance in preparing the response to this RFP.

This guide may be accessed at [https://www.fema.gov/media-library-data/1525468328389-4a038bbef9081cd7dfe7538e7751aa9c/PAPPG\\_3.1\\_508\\_FINAL\\_5-4-2018.pdf](https://www.fema.gov/media-library-data/1525468328389-4a038bbef9081cd7dfe7538e7751aa9c/PAPPG_3.1_508_FINAL_5-4-2018.pdf)

## **3. *Initiating Contract When a Major Disaster Occurs or is Imminent.***

When a major disaster occurs or is imminent, the City will contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of the City's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, rights-of-way, municipal properties and facilities, and other public sites.

In preparation for an imminent hurricane strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into the City.

The City will issue the Contractor a written Notice To Proceed for each invocation of a service(s).

Upon receipt of the notification of need the contractor will begin coordination with the Debris Management Director or other designated person(s).

The Contractor's representative shall be physically present at the City's Emergency Operations Center within eight (8) hours after notification of need. Commencement of work shall begin within twenty-four (24) hours of issuance of Notice to Proceed. The City may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations

The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations. Disposal of debris will be at the City's or the contractor's approved temporary debris management sites or landfill sites. The Contractor will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all debris management sites.

## **4. *Household Hazardous Waste***

Household Hazardous Waste (HHW) encountered by the debris removal Contractor is to be set aside. HHW disposal will be the responsibility of the resident. The City will designate HHW drop-off locations.

The following items are considered HHW for the purpose of this contract:

- Used Oil
- Batteries
- Paint
- Aerosol spray cans
- Pesticides
- Antifreeze
- Fluorescent light bulbs
- Propane tanks (household size)

The Contractor will setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The Contractor is responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the Contractor, if qualified, or a qualified Sub-Contractor.

Garbage will be collected by City or commercial waste haulers and is not to be collected or transported by Contractor forces unless the garbage is a part of a mixed waste stream including debris from the disaster.

#### ***5. Dead Animals***

It shall be the responsibility of the Contractor to remove and dispose of dead animals.

#### ***6. Relationship between Debris Management Director and the Debris Removal Contractor***

The City Debris Management Director and/or City Staff will provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Director is crucial to the success of the recovery operation. Therefore, each proposer shall address their ability to work with Government e-Management Solutions (GEMS) and tracking systems. As needed, the successful contractor(s) will meet with the City and the Debris Management Director to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. For "Event Types" that require Temporary Debris Staging and Reduction Sites (TDSRS) the contractor shall be available for technical assistance in site selection and operational planning. Selection of these sites is the first task done by the Debris Management Team. This first task will result in a map of the various sites and a basic operation plan for each site.

#### ***7. Potential Scenarios***

##### **EVENT TYPE 1: SPOT JOBS - LOCALIZED**

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of localized vegetative debris. The work will most likely be assisting government resources. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

**EVENT TYPE 2: SMALL EVENT - WIDESPREAD OR CITY WIDE**

In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove; haul, recycle, and/or dispose of all types of debris with its own resources except that government land may be provided for temporary storage. Any government land provided shall be reclaimed at the conclusion of the work. The quantity shall not be so significant as to require specialized reduction in volume such as by burning. Any debris waste (anything not recyclable) can be disposed of at a Resource Recovery Facility either by burning or land filling. (We are aware of the following locations: Southland – Perry Ln Rd, Bwk., Waste Management-Habersham St., Bwk., Broadfield-Wayne Co., Poppell-Eller, Whitfield St., Bwk., Merrit & Sons-Bwk.) Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

**EVENT TYPE 3: SIGNIFICANT EVENT -REMOVAL, REDUCTION, HAULING - VEGETATIVE DEBRIS ONLY - WIDESPREAD OR CITY WIDE**

In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul vegetative debris to a disposal site designated, managed, and operated by a government agency or contractor. This event type may require the development and operation of TDSRS. Any government land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

**EVENT TYPE 4: SIGNIFICANT EVENT - REMOVAL, REDUCTION, HAULING, AND SEPARATING - MIXED DEBRIS- WIDESPREAD OR CITY WIDE**

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch; recycle other) and haul mixed debris to a recycling and disposal site(s) designated, managed, and operated by a government agency or contractor. This event type may require the development and operation of TDSRS.

Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any government land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

**EVENT TYPE 5: CATASTROPHIC EVENT -REMOVAL, REDUCTION, HAULING, AND SEPARATING - MIXED DEBRIS - CITY WIDE**

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies. Any government land provided shall be reclaimed at the conclusion of the work.

Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of TDSRS.

## **EVENT TYPE 6: CATASTROPHIC EVENT -SITE MANAGEMENT - CITY WIDE**

In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed debris management sites Citywide including burn operations. The contractor will be responsible for all necessary traffic control, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Permitting will be in the name of the government agency. Any government land provided shall be reclaimed at the conclusion of the work. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

### **8. STATEMENT OF WORK**

#### **8.1 Debris Removal**

- a. Emergency Road Clearance - Removal of debris from the primary transportation routes as directed by the City. In this role the contractor will perform an emergency "PUSH" sufficient to allow emergency vehicles to traverse the roadway. The City will determine route priorities for this push. Additionally, in preparation for an imminent hurricane strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into City. The City will designate roadway priorities for this push.
- b. Debris Removal from Public Property — Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by the City, it may be necessary to make several trips through a neighborhood as debris is moved to the ROW. In this case the loads will need to be documented separately, per the instructions of the City and the Debris Management Director.
- c. Debris Removal from Private Property -Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the City, will accomplish the removal of debris from private property.
- d. White Goods -The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the City of Brunswick Ordinance. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- e. Hazardous Tree Stumps -The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the City. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size.  
This shall include necessary fill dirt.

- f. Fill Dirt - The Contractor shall place compacted fill dirt in ruts created by equipment, and other areas that pose a hazard to public access upon direction of the City.

## 8.2 Debris Processing

- a. Temporary Debris Staging and Reduction Site (TDSRS) - The Debris Management Team will determine the minimum number of sites required for each storm event. The City will designate debris management sites. The contractor and the City will jointly select these sites, at the beginning of the 2022 hurricane season. Preparation, maintenance and operation of these TDSRS facilities are entirely the Contractor's responsibility. The Contractor may also lease/own, prepare and maintain additional TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the City. At the City's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

- b. TDSRS Debris Removal Operations Plan and Environmental Protection Plan — This plan is to address site setup, pre use activities, post use activities and operational activities. The plans will also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan.

Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Access to site
- Site preparation — clearing, erosion control, and grading
- Traffic control procedures
- Safety -
- Segregation of debris
  - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
  - Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
- Location of existing structures or sensitive areas requiring protection
- Site restoration, work plan and timeline.

- c. All debris shall be processed in accordance with local, State and Federal law, standards and regulations. Processing shall include, but is not limited to, reduction by grinding and/or

incineration when approved by the City. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

- d. Generated Hazardous Waste Abatement — Abatement of hazardous waste identified by the City in accordance with all applicable Federal, State, and local laws, standards and regulations.
- e. Debris Disposal — Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards and regulations. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to the Debris Management Director needed to receive eligible reimbursement through FEMA and (FHWA) for such fees. Contractor shall be paid for tipping fees “at cost”.
- f. Assist Debris Management Director in the following:
  - Monitoring multiple contractors and multiple trucks delivering materials to the TDSRS.
  - Verify that each truck that delivers to the TDSRS matches its manifest ticket truck and maximum capacity.
  - Make sure truck is properly tarped when arriving at the TDSRS.
  - Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
  - Maintain manifest tickets in an organized manner for proper record review and storage.
  - Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load.
  - Document location of origin of debris.
  - Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements.
  - Remain in contact with the central office/staging operation command center.
  - Perform other duties as directed by City personnel, e.g., conduct final inspections and issue closeout reports.

### **8.3 Documentation and Records**

- a. Documentation and Inspections - Storm debris shall be subject to inspection by the City. Inspections will be to ensure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the City access to all work sites and disposal areas. The Contractor, the City and Debris Management Director will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Debris Management Director will coordinate data recordation and information management systems, including but not limited to:
  - Prepare detailed estimates and submit to GEMA, FHWA and FEMA for use in Project Worksheet preparation.

- Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for City managers and/or the Debris Management Director, noting work progress and efficiency, current / revised estimates, project completion and other schedule forecasts/updates.

The Contractor shall provide all requested information to the Debris Management Director or other designated contractor that is necessary for proper documentation. City employees shall review all documentation prior to submittal. The Contractor will work closely with the GEMA, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Management Director will coordinate this work. Immediately bring any discrepancies to the attention of the Debris Management Team.

- b. Documentation and Recovery Process - The Contractor will provide the following assistance in addition to debris removal:
  - Recovery process documentation - create recovery process documentation plan
  - Maintain documentation of recovery process
  - Provide written and oral status reports as requested to the City Debris Management Director.
  - Review documentation for accuracy and quantity.
  - Assist in preparation of claim documentation.
- c. TDSRS Site Reclamation — Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Contractor’s Debris Removal Operations Plan and Environmental Protection Plan.

### 8.3 Work Areas

- a. Work Areas - The City will establish and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land and TDSRS. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt and grading may be required to achieve the desired condition.
- b. Working Hours – With the exception of the “PUSH” all activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours, seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to City approval. City approval shall consider safety and impacts to surrounding land uses such as occupied residential areas.



The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

- c. Priority of Work Areas - The City will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition; Determination of when a site is in a clean and neat condition will be at the judgment of the City.
  
- d. Safety - The Contractor shall have at least one Safety Officer on duty at all times. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to certification in the Department of Transportation Maintenance of Traffic Standards. All work zones shall conform to DOT Standards and all work sites/conditions shall conform to all applicable Federal, State and local safety standards.

**SECTION D  
FEE SCHEDULE/PRICE LISTS**

The Proposer will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in Section C. The City reserves the right to select none, one, some, or all of the services delineated in Section D. **Failure to provide the required fees in the format outlined on the Fee Schedule provided may result in your bid being considered non-responsive.**

**PROPSER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

No. \_\_\_\_\_ Date: \_\_\_\_\_ No. \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Date: \_\_\_\_\_ No. \_\_\_\_\_ Date: \_\_\_\_\_

*Note: While it is your responsibility to include all required documents you are reminded that you must include the following documents with your proposal response, and you must acknowledge the following:*

- Fee Schedule*
- Representation*
- Oath*
- Acknowledge Addendum/Amendments*
- Georgia Security & Immigration Compliance Act (as required) (Failure to return required documents with your bid will render your bid non-responsive.)*

Propers are advised that it is their responsibility to verify that any and all amendments have been received prior to submission of the bid. In case any prosper fails to acknowledge receipts of any such amendments in the space provided on the bid form, the bid will nevertheless be construed as though the amendment have been received and acknowledged, and the submission of the bid will constitute acknowledgement of the receipt of amendments.

**NOTE: TOTAL FEES SHALL BE DETERMINED AS FOLLOWS:**

Each unit cost has been assigned a weight of 1 (Low), 2 (Medium), or 3 (High). Each unit cost will be multiplied by the given weight to determine the total fee/price. The individual amounts will then be added to together to produce a total. (For example: Item 4-if the fee is \$1.00 for greater than 24" but less than 36" per tree we will multiply the weight (in this case 3) x \$1.00=\$3.00. The same formula will be used for each line requiring a fee and then all lines will be added together for a grand total.)

**1. Rights-of-Way Vegetative Collection Rate (Weight=3)**

Vegetative debris collected from public or private right-of-way (ROW) and improved public lands, hauled to, and dumped at the debris management site(s). This includes the removal, collection, hauling, and disposal of all stumps less than 24 inches in diameter and any stumps not originating in the ROW (including stumps removed by third parties and placed in the ROW).

0-20 miles	Per Cubic Yd	\$
------------	--------------	----

**2. Private Property Vegetative Collection Rate (Weight=3)**

Vegetative debris collected from private property, hauled to, and dumped at the debris management site(s). This includes the removal, collection, hauling and disposal of all stumps less than 24 inches in diameter and any stumps not originating in the ROW (including stumps removed by third parties and placed in the ROW).

0-20 miles	Per Cubic Yd	\$
------------	--------------	----

**3. Public Right of Way Construction and Demolition Collection Rate (Weight=2)**

Construction and demolition debris collected from designated work zone, hauled to, and dumped at the debris management site(s) or other designated location.

0-20 miles	Per Cubic Yd	\$
------------	--------------	----

These prices assume the distance between the pickup locations and TDSR Site or other designated location is 20 miles or less. For distances greater than 20 miles, add \$\_\_\_\_\_/mile.

**4. Cutting Partially Uprooted or Split Trees (Leaners) (Weight=3)**

Falling partially uprooted or split trees from the ROW or the overhanging portion of the ROW and placing the debris in the ROW for haul-off.

Partially Uprooted Leaner (Price is inclusive of excavating the root ball and placing it in the ROW) and backfilling.

Diameter of tree at 2 feet from base		
Greater than 12 inches but less than 24 inches	Per Tree	\$
24-36 inches	Per Tree	\$
Greater than 36 inches	Per Tree	\$

Split Leaner (No exposed root ball) (Price is inclusive of flush cutting the tree trunk)

Diameter of tree at 2 feet from base		
Greater than 12 inches but less than 24 inches	Per Tree	\$
24-36 inches	Per Tree	\$
Greater than 36 inches	Per Tree	\$

**Removal of Dangerous Hanging Limbs (Hangers)**

Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for haul-off.	Per Tree	\$
--	----------	----

**5. Demolition and Collection Rate (Weight=3)**

Demolish identified structures in designated work zone. Remove C&D debris from designated work zone, hauled to, and dumped at a DM Site or other designated location	Per Cubic Yard	\$
--	----------------	----

**6. Hazardous Stump Removal and Collection Rate (Weight=3)**

Removal and collection of stumps partially uprooted in the ROW. Stumps will be identified and certified in the ROW by the City or its representative. Pricing shall include necessary backfill. Pricing shall be in accordance with Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 1, 2006, or any subsequent edition. Stumps will be hauled to and dumped at a debris management site(s) or other designated location.

<b>Diameter of tree at 2 feet from base &amp; 50% or more root ball exposed</b>		
Greater than 24 inches but less than 36 inches	Per Stump	\$
36-48 Inches	Per Stump	\$
Greater than 48 inches	Per Stump	\$

**7. Sand Collection (Public & Private Property) and Screening Rate (Weight=3)**

Removal and collection of debris-laden sand from public property. Debris laden sand will be hauled to a designate location, screened, and stockpiled at a debris management site(s). (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location.)	Per Cubic Yard	\$
---	----------------	----

**8. Reduction of vegetative debris via burning at debris management site(s) or other designated location. (Weight=3)**

Reduction of vegetative debris via burning	Per Cubic Yard	\$
--	-------------------	----

**9. Reduction of vegetative debris via grinding at debris management site(s) or other designated location. (Weight=3)**

Reduction of vegetative debris via grinding	Per Cubic Yard	\$
---	-------------------	----

**10. Reduction of C&D debris at debris management Site(s) or other designated location. (Weight=3)**

Reduction of C&D debris	Per Cubic Yard	\$
-------------------------	-------------------	----

**11. Haul-out of reduced vegetative debris (Weight=3)**

Haul-out reduced vegetative debris	Per Cubic Yard	\$
------------------------------------	-------------------	----

**12. Haul C&D debris to final disposal site (Weight=3)**

Haul C&D debris to final disposal site	Per Cubic Yard	\$
--	-------------------	----

**13. Marine Debris Removal (Weight=2)**

Removal of storm generated debris from marine environments including streams, canals, and waterfronts.	Per Cubic Yard	\$
--	-------------------	----

**14. Bank -Restoration-**perform River and canal shoreline restoration to include any necessary excavation, compaction, fill, and backfill of embankment soils and materials to restore banks to preexisting conditions insofar as possible. (Weight =2)

Perform river and canal shoreline restoration to include any necessary excavation, compaction, fill, and backfill of embankment soils and materials to restore banks to preexisting conditions insofar as possible.	Per Linear Foot	\$
---	-----------------	----

**15. Derelict Vessel Removal - remove sunken and derelict vessels from marine environments (Weight=1)**

Marine Salvage Operations	Per Linear Ft	\$
*Land Based Salvage Operations	Per Linear Ft	\$

Consideration: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort and further negotiation may be allowed on a case-by-case basis.

**16. Beach Restoration (Weight=2)**

Collection of debris-laden sand from ROW, hauling to the processing screen and sand pile maintenance. Up to 20-mile haul to screen. Debris from screen to be hauled by cubic yard debris rate in contract.	Per Cubic Yard	\$
Berm/ Beach Construction shall include transportation of screened sand to beach from screening site, including shaping of material on emergency berm. To include stockpile maintenance. Up to 20 miles haul from screen.	Per Cubic Yard	\$
Scrape and screen shall include the collection of debris laden sand from beach, processing it through screen, returning sand to beach and spreading sand on beach. Work to be performed on beach.	Per Cubic Yard	\$

**17. Removal of Vehicles - Removal of storm damaged vehicles and vessels from post- disaster environments including towing and aggregation\* (Weight=2)**

Transfer/Tow of typical passenger vehicle	Per Vehicle	\$
Transfer/Tow & handling of recreational vessels up to 24 ft.	Per vessel	\$

Storage of each-light and medium duty vehicle and/or vessels	Per Day	\$
--	---------	----

Operation of secure aggregation site for vehicles and vessels	Per Day	
---	---------	--

Consideration-Large vehicles, trucks, buses, vessels, houseboats or vehicles/vessels, With-in environmentally sensitive areas may require unexpected additional effort and further negotiation and will be allowed on a case-by-case basis.

**18. Hazardous Waste Removal and Biohazards (Weight=1)**

Hazardous Waste/HHW Removal	Per Pound	\$
Dead Animal Collection	Per Pound	\$

**19. PUSH**

Dump Truck, 16-20 cubic yd capacity, with operator. (Weight=3)	Per Hour	\$
Rubber tired front-end loader, 3-5 cubic yard capacity, with operator. (Weight=3)	Per Hour	
Two (2) Person Laborer crew with chainsaws, 16-inch minimum bar, traffic flags and misc. small tools (axes, shovels and safety equipment) (Weight=3)	Per Hour	
Crew foreman with pickup truck, 1/2-1 ton, & cellular phone (Weight=3)	Per Hour	
Track Hoe Excavator, 2-3 cubic yard bucket with operator (Weight=3)	Per Hour	
Low bed equipment trailer, 35-ton capacity, and tractor truck with operator (Weight=3)	Per Hour	
Temporary Bridging equipment (Weight=1)	Per ft./Per day	

**ADDITIONAL PRICING REQUEST FOR DISASTER RELATED SERVICES  
CITY OF BRUNSWICK, GEORGIA**

**THESE SERVICES ARE SERVICES THE CITY MAY UTILIZE. THE FEES FOR THESE SERVICES WILL NOT BE INCLUDED IN THE TOTAL FEE CALCULATION FOR THE DEBRIS REMOVAL & DISPOSAL AWARD.**

This list is not comprehensive. You are free to add any additional, items, services, etc. including costs, that you feel the City may need in the event of a disaster. Add additional pages as required.

Force account work will be paid by applying the Georgia DOT Force Account Guideline for payment. (DOT Manual Section 109.05 EXTRA WORK)

Item	Description	Unit of measure cost
1.	<b>PROVISION OF CERTIFIED SCALES AT DESIGNATED DEBRIS SITES FOR MONITORING OF TRUCK/LOAD WEIGHTS.</b> (Scales shall be certified, capable of weighing large trucks on a continual basis (small portable scales will not withstand this usage), at debris sites to monitor truck weights when required by the GOVERNMENT and/or method of paying is weight.)	
2.	<b>ENVIRONMENTAL DAMAGE ASSESSMENTS AND RECOMMENDATIONS FOR REMEDIATION.</b>	
3.	<b>PERSONAL PROTECTIVE EQUIPMENT</b>	
	Level a employee fully encapsulated suit, SCBA, 1 SCBA bottle, gloves and boots (Does not include suite, glove or boot replacement.)	
	Level B employee protective cover all, SCBA or Airline respirator, gloves, boots, and hard hats (Does not include coverall or glove replacement.)	
	Level C employee protective cover all, half or full-face respirator, cartridges, gloves, boots and hard hats. (Does not include coverall, cartridge, or glove replacement.)	
	SCBA bottles refill-after the first included in level A & B charges	
	Cascade air system per employee	
	Air filtration panel	
	Airline respirator each including 150 ft of airline	
	Respirator airline 50 ft section	
	Respirator cartridges	
	Level A suit-Kappler responder or equal	
	Level B suit-Kappler responder or equal	
	Tyvek	
	Proshield	
	Saranex	
	Acid suit	
	Rain suit	
	Neoprene gloves	
	Nitrile gloves	



	Silvershield gloves	
	PVC gloves	
	Cotton or latex gloves	
	Leather work gloves	
	PVC Boots (Hazmat)	
	Boot covers	
	Hearing protection	
	High hazard personnel decontamination	
	Low hazard personnel decontamination	
	Portable eyewash station	
	First Aid Station	
	Personnel retrieval system	
	Personnel retrieval harness	
4.	<b>MONITORING/SAMPLING EQUIPMENT</b>	
	Combustible gas indicator	
	Toxic gas detector	
	Hazmat kit	
	Detector tubes	
	Ph paper	
	Spill classifier	
	Personnel air sampling pump	
	Asbestos bulk sample	
	Hand augur	
5.	<b>MISCELLANEOUS EQUIPMENT</b>	
	Portable light stand	
	4000-5000 watt generator	
	Electrical cord section (50 ft)	
	Spike Bar	
	Airless sprayer	
	Pressure washer	
	Water Hose section (garden)	
	Cutting torch	
	Wire welder	
	Air blower	
	HEPA Vac	
	Barrel cart	
	Wheelbarrow	
	Oil dry spreader	
	Traffic control vests, cones, flags, barrels, etc.	
	Drill with bits	
	Grounding cable and rod	
	Circular saw	
	Hand tools per employee. Shovels, scoops, brooms, rakes, hoes, etc.	
	Tool kit hammers, pliers, screwdrivers, pipe wrench, socket, channel locks.	

	Step ladders	
	Extension ladders	
	Photographic equipment	
	Port a john	
	Flashlights	
	Handheld radios	
	Decontamination charge for all vehicles and equipment	
6.	<b>MATERIALS/DISPOSABLES</b>	
	5'x10' absorbent boom-petroleum	
	8"x10' absorbent boom-petroleum	
	3"x12' absorbent boom-universal	
	Absorbent pads bundle-petroleum	
	Absorbent pads bundle-universal	
	Absorbent clay bag	
	Oil dry	
	Peat moss	
	Vermiculite	
	Soda ash bag	
	4 mil 20x100 polyethylene	
	6 mil 20x100 polyethylene	
	6 mil bags	
	Duct tape	
	55-gallon drums	
	55 gallon drum liners 10 mil.	
	Fiber drums	
	30 gallon poly overpack	
	95 gallon poly overpack	
	DOT hazardous waste labels	
	Fire extinguisher	
	Caution/Hazard Tape	
	Respirator wipes	
	Kappler tape	
7.	<b>FREON RECOVERY</b>	
	Refrigerators/Freezers/Window air conditioning units	
	Industrial Air Conditioning unit	
8.	<b>GENERAL PROCUREMENT AND LOGISTICS. ALL ITEMS SHALL BE PURCHASED, MANAGED, WAREHOUSED AND DELIVERED</b>	
	Packaged ice-delivered	
	Unloading/Transloading at delivery site	
	Daily cold storage (40 ft container rental)	
	Bottle water-delivered	
	Unloading/Transloading at delivery site	
	Daily Dry storage (40 ft container rental)	
	Meals Ready to Eat	

9.	<b>MEDICAL STATION</b> (Provide fully staffed & operational, 24/7 medical station to provide outpatient health services except for x-rays. Services to be provided under tentage or in a building if available.)	
10.	<b>TEMPORARY HOUSING, OFFICES &amp; SUPPORT FACILITIES</b> include all associated costs	
	8X20 galley	
	8X20 storage	
	8x20 bunkhouse w/out bath	
	8x20 bunkhouse	
	8x40 galley/diner with all commercial equipment	
	8x40 diner	
	8x40 bunkhouse	
	8x40 office	
	8x40 laundry w/4 washers, 6 dryers & storage	
	8x40 storage	
	8x40 bathroom facilities	
	8x8 office	
	8x8 log unit	
	8x8 4 man emergency quarters	
	8x8 to 8x10 grocery box	
	8x10 medical treatment center	
	8x10 laundry with 2 washers & 3 dryers	
	8x10 mud lab	
	8x10 office	
	8x20 office	
	8x20 bunkhouse w/bathroom	
	8x20 lounge	
	8x20 mud lab	
	8x20 medical treatment center	
	8x20 laundry with 3 washers & 4 dryers with storage	
	10x20 galley/diner	
	10x20 bunkhouse	
	10x20 office	
	10x32 galley with all commercial equipment	
	10x32 diner	
	10x32 laundry with 4 washers, 6 dryers & storage	
	10x32 10 man bunkhouse	
	10x40 galley/diner with all commercial equipment	
	10x40 recreation room	
	10x40 12 man bunkhouse	
	12x12 wash room	
	12x12 office	
	12x18 office	
	12x18 laundry	
	12x24 sleeper	

	12x24 office	
	12x24 galley	
	12x24 recreation room	
	12x32 galley	
	12x32 sleeper	
	12x32 office	
	12x32 galley	
	12x32 diner	
	12x25 Galley	
	12x25 office	
	12x25 sleeper	
	16x40 20 man bunkhouse	
	16x40 classroom	
	16x40 galley/diner	
	9x42 8 man bunkhouse	
	9x42 4 man/laundry	
	10x30 4 man bunkhouse office	
	10x30 8 man bunkhouse	
	10x24 6 man bunkhouse	
	10x24 4 man bunkhouse	
11.	<b>COMMUNICATIONS EQUIPMENT</b>	
	Provide and maintain satellite communications and radio communication capabilities for both contractor's internal use and for owners use. Such service shall include at a min. temporary satellite telephony capability, line of sight communications, including necessary equipment, satellite time, and/or other service time, at industry accepted rates.	
12.	<b>MORTUARY SUPPORT/RECOVERY</b> (Mobilization and management of temporary morgues including recovery of floating and displaced coffins and deceased persons)	
13.	<b>MOBILE COMMAND CENTER TEMPORARY USE</b>	
14.	<b>FLOOD MITIGATION</b> (Including emergency pumping, sandbagging & bank construction and/or repair)	
	Sandbag procurement and delivery	
	Emergency pumping	
	Other - Specify	
15.	<b>VEHICLES/TRANSPORTATION</b>	
	Front end Loader	
	Pick up truck 4x4	
	Pick up truck 1 ton	
	Box Truck	
	Lowboy	
	20' response trailer	
	36' response trailer	
	Bulldozer	

	Flatbed trailer	
	Vehicle use (mileage) pick ups, vans, cars	
	Vehicle use (mileage) trailers, heavy trucks	
	12' work boat w/motor	
	12" work boat w/out motor	
	Vacuum truck 3500 gallon	
16.	<b>CONTRACTOR PROVIDED GENERATORS</b> Supply install, maintain, fuel, repair generators as required to maintain maximum efficiency in support of disaster operations.	
	Size Range	
	0-30 KW	
	31-75 KW	
	76-250 KW	
	251-500 KW	
	501 KW-1MW	
17.	<b>OWNER'S GENERATORS</b> Haul, position, install, service, remove, fuel, maintain, repair owner supplied generators as required to maintain maximum efficiency in support of disaster operations.	
	<b>Transport/Haul Owner Generators</b>	
	<b>One way distance up to 25 mile radius, excludes fuel</b>	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 250 KW size	
	251 KW to 500 KW size	
	501 KW to 1 MW size	
	<b>One way distance up to 50 mile radius, excludes fuel</b>	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 250 KW size	
	251 KW to 500 KW size	
	501 KW to 1 MW size	
	<b>One way distance up to 75 mile radius, excludes fuel</b>	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 250 KW size	
	251 KW to 500 KW size	
	501 KW to 1 MW size	
	<b>One way distance up to 100 mile radius, excludes fuel</b>	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 250 KW size	
	251 KW to 500 KW size	
	501 KW to 1 MW size	
	One way distance greater than 100 mile radius, excludes fuel, per mile cost	

	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 250 KW size	
	251 KW to 500 KW size	
	501 KW to 1 MW size	
	<b>Install Owner Generators</b>	
	Up to 10 KW size	
	11 KW to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 100 KW size	
	101 KW to 250 KW size	
	251 KW to 500 KW size	
	501 to 1 MW size	
	<b>PERFORM PREVENTIVE MAINTENANCE ON OWNER GENERATORS (Daily rate for each generator being maintained)</b>	
	All/Any size	
	<b>SERVICE OWNER GENERATORS</b>	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 100 KW size	
	100 KW to 250 KW size	
	251 to 500 KW size	
	501 to 1 MW size	
	<b>RELOCATE/REMOVE OWNER GENERATOR (per removal price)</b>	
	Up to 30 KW size	
	31 KW to 75 KW size	
	76 KW to 100 KW size	
	100 KW to 250 KW size	
	251 to 500 KW size	
	501 to 1 MW size	
18.	Provide annual training	
19.	Fuel including dispensing apparatus	
20.	Remediation in flooded or hazardous environments (Use separate sheet for costs)	

**OATH**  
**(To be submitted with bid)**

**State of Georgia**  
**City of Brunswick**

I, \_\_\_\_\_ (name of individual), solemnly swear that in the procurement of the contract for a new, current year production **Debris Removal & Disposal Services** neither I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or proposals of said project or from submitting a bid or proposal for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me or my business, Corporation or partnership has caused or induced any other bidder or proposer to withdraw his/her Bid or proposal from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Name of Party

\_\_\_\_\_  
Corporate or Partnership Name

Sworn to and subscribed  
Before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(SEAL)

**SECTION E**  
**TECHNICAL PROPOSAL REQUIREMENTS**

**1.0 INTRODUCTION**

**1.1 Overview:**

The Proposer shall provide detailed information to demonstrate their understanding of the services requested.

**1.2 Documents:**

The City of Brunswick is not interested in elaborate brochures. All documents will be typewritten on standard 8-1/2 x 11 white paper. Exception would be schematics, exhibits, photographs or other information necessary to facilitate the City's ability to accurately evaluate the proposal.

**1.3 Submission:**

The Proposer shall package and seal its proposals so that they will not be damaged in mailing. Technical and Fee proposals are to be packaged and sealed **separately**. Proposers are reminded that under Georgia law, all **opened** documents fall under the open records act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the *"Instructions to Proposers"* Section.

**Purchasing Agent's Office**  
**Alakenisa Thorpe**  
**601 Gloucester Street**  
**Brunswick, Georgia 35120 (City Hall Building)**

**2. DEBRIS REMOVAL AND DISPOSAL SERVICES**

A Proposer's response shall include, at a minimum, the following information. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include, in the applicable tab, the information/documents specified. Proposals that do not adhere to the following format or include the required information/documents may be considered incomplete and therefore non-responsive.

The City reserves the right to seek additional/supplemental representation on specific issues as needed.

Respondents shall construct their proposal in the following format and a tab must separate each section.

**TAB 1- EXECUTIVE SUMMARY**

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the proposer, their title(s), address(es), telephone, and e-mail address. The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has



the authority to bind the principal proponent.

**TAB 2— Experience and Ability and Additional Proposal Requirements**

This RFP is for Emergency Debris Clearance (Push), Debris Removal, Temporary Debris Staging and Reduction Site Management, and Tree and Limb Removal. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. City has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract. City is also requesting proposals for the following items: beach and shoreline reconstruction, sunken vessel removal, and canal and river debris removal and restoration. These items are not specifically addressed in detail in the specification sections of this RFP. Due to the diversity of damage caused by natural or manmade disasters City reserves the right to negotiate pricing with the Contractor at the time of the event for all unforeseen debris removal and disaster related activities.

The Contractor will be required to conduct annual planning and training activities with City throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary TDSR site selections, review and update debris collection zone maps, review and update of primary road clearance routes, subcontractor coordination, and items such as hazardous waste handling, beach and shoreline restoration, and current Federal, State and Local guidelines and regulations. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to City.

The proposal should outline the ability to provide expert guidance with the current Federal, State and Local guidelines and regulations as they relate to disaster generated debris.

This RFP contains a detailed set of specifications for each category of work. The proposal should provide a detailed outline of how work will be accomplished.

At a minimum the proposal should include the following information:

- Organizational Chart
- Information describing company's technical and construction capabilities
- Training and experience (list all certifications)
- Equipment resources (company versus sub-contractor owned)
- List of sub-contractors
- Past performance on contracts and other accomplishments
- References from past clients
- Listing of all existing disaster related pre-event contracts
- Capacity and Plan for mobilization
- Subcontracting participation in the Contractor's plan (provide a sub-contracting plan)
- Public announcements/notices, including specific date on proposed venues.
- Ability to track and record all work for invoices and auditing purposes
- Other unique services your company can provide

- Construction drawings for temporary inspection towers
- Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in various amounts. The plan should include items such as number and locations of TDSR sites, minimum size, type and numbers of hauling equipment, management and supervisory staff, and the methodology for scheduling and routing the removal of debris:
  - Include any pertinent information needed to determine the proposer’s experience and ability to perform the anticipated work.
  - The proposer shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work. -
  - The proposal will address the proposer’s ability to mobilize including an anticipated maximum time to mobilize.
  - Financial records or other financial information sufficient to satisfy FEMA requirements regarding the company financial stability.

**TAB 3— Past Performance**

The proposer shall include a list of major debris removal projects completed within the past five years. Major debris removal projects completed beyond the five years may also be presented. Include any pertinent information needed to determine the proposer’s past performance.

The proposal will address how the proposer has previously handled disposal of hazardous materials, construction material and white goods.

The proposal will address how the proposer has previously managed tracking the source location, debris type, source and documentation to debris manager and FEMA.

The proposal will address how the proposer was previously deployed and their response times for deployment. Include the resources used and available for these past recovery projects.

For each of the above items the proposer shall include details of the project such as: the public agency, their contact, FEMA contacts, all pertinent phone numbers and dollar amounts. The proposer should provide information necessary to investigate the work with the public agency.

The proposer shall provide at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.

**TAB 4— Understanding of Project Requirements**

The proposer shall provide their interpretation of what is required to meet the needs of the City. The Proposer will use this document, their knowledge and experience to develop their understanding of this project. The proposer is urged to develop scenarios or examples to fully explain their position.

The Contractor shall provide all labor, equipment, machines and tools necessary to load and haul eligible disaster-generated debris. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired within 8 hours or replaced with similar equipment within 1 day. City prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas throughout City.

The work shall consist of removing any and all "eligible" debris as outlined in the Scope of Services, primarily from the public Right-Of-Way (ROW) of streets and roads, as directed by City. Work will include 1) examining debris to determine whether or not the debris is eligible vegetative, construction and demolition or other debris, 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum.

Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by City. City may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time or by others. The Contractor shall make as many passes through the designated area as required by The City of Brunswick. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval of City.

The Contractor shall use only rubber-tired equipment in the performance of loading and hauling debris. The Contractor shall not use equipment authorized for debris removal under this contract for private work. Also, the Contractor's personnel shall not solicit work from private citizens or others with manpower and equipment designated under this contract.

All debris shall be mechanically loaded and reasonably compacted. "Hand Loading" is not permitted under this contract without the approval of City. The Contractor will be responsible for repairing all damages as a result of their negligence. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.

The Contractor shall preserve and protect all existing structures, infrastructures, vegetation and etc. on or adjacent to the area of work. The Contractor shall repair or replace with like materials all damaged mailboxes within 48 hours of the time when the damage occurred. If the Contractor damages any private or public property other than the City of Brunswick property, he shall contact the person(s) making claims regarding damages within 2 days of receiving said claim; information such as method of repair and timeline for completion shall be discussed. The Debris Management Director shall have the final authority to decide any disputes regarding damage claims. All damages shall be repaired no later than thirty (30) days after the

completion of the debris removal. The Contractor shall provide City with a weekly report outlining the status of all damage concerns. Liquidated damages shall be assessed at \$1,000.00 per calendar day for any damages not repaired after thirty (30) days

Disaster-related debris shall be separated into clean vegetative, construction and demolition, white metal, hazardous waste, mixed and ineligible debris at the load sites. Hauling of mixed loads will require approval from City prior to loading. Ineligible debris shall be left in place, except those items directed by City.

All stump remnants which are fully disengaged from the ground shall be considered normal vegetative debris regardless of size. The contractor shall remove all disengaged stump remnants from the assigned load site area before moving to another work area unless approved by The City of Brunswick.

### **TAB 5 — Approach and Method**

The proposer shall provide a complete scenario for the various scopes of work and scenarios of different types of events. Each scenario will include how the work will be accomplished, the quality control, how FEMA requirements will be met. Include the operational processes for the debris reduction sites. The proposer should identify the resources they will mobilize for each scenario and state their commitment and timeframe to deploy these resources when called upon. The proposer shall provide the management processes anticipated to be used. It shall include how the interaction may take place between the City, the Debris Management Director and the proposer.

The Contractor shall provide weekly public notices of the debris removal schedule. The Contractor shall advertise these notices in the Thursday edition of the local newspaper. Ads shall be black bordered and of sufficient size to be easily seen by readers. The Contractor shall also advertise these notices on two (2) local major radio stations. The radio announcements shall be aired a minimum of four (4) times daily during the period with peak listeners for a minimum of thirty (30) seconds each and be run a minimum of three (3) days per week. All public notices must be approved by the City prior to release. The notices shall contain a description of the work, how debris should be placed on the right of way, what is eligible debris, and the schedule for removal.

### ***3.0 PROPOSAL EVALUATION FACTORS***

It is the City's intent to evaluate the proposals based on technical merit and price. It is the intent of the City to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City.

#### ***3.1 Evaluation Method***

Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize that subjectivity. The following delineates the value attributed to each section.

<u>SECTION</u>	<u>WEIGHT</u>
Cost	25 %
FEMA Knowledge	25%
Project Understanding	25 %
Company Experience	25 %
Total: 100 %	

Note: While the evaluation team will review the proposal in its entirety and may consider anything that they find relevant, particular emphasis is placed on the following:

**FEMA Knowledge**-knowledge of Federal Emergency Management Agency regulations and procedures.

**Company Experience**-Detailed information relative to proposer’s general qualifications as well as qualifications specific to this project; past performance record on similar work, corporate history and team organization.

**Project Understanding**-Provision of adequate, specific, information regarding the proposer’s technical approach to this project. Such information shall include, but not be limited to:

- Specific technical approach information
- Proposed sub-contractors
- Personnel experience-general as well as specific qualifications and experience of individuals.

Based on the total score of the Technical and Cost proposals, the City of Brunswick may choose a Proposer(s) with whom to negotiate the final project methodology / scope, fees, and schedules with a view toward entering into a contractual agreement.

**NOTE:** The City reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected Proposer. Accordingly, it is imperative that all Proposers present their best technical and cost offers in their initial submission.

**4.0 ORAL PRESENTATION**

Following the evaluation of the proposals, the city may request the top-ranking firm(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, they will take place in Brunswick, Georgia at a mutually acceptable date and time that will be promulgated by the Contract Administrator.

**5.0 NEGOTIATIONS**

Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Proposer(s) whose proposal(s) is/are determined to be most advantageous to the City.

**6.0 CONTRACT FORMATION**

If the negotiation produces mutual agreement, the draft contract provided herein shall be constructed and forwarded to the successful Proposer for execution and then to the City's Board of Commissioners for acceptance. The draft contract format will be the **only** acceptable document for execution. The Proposer is cautioned not to introduce its format or suggest an association's format, e.g. "AIA". **The City of Brunswick will not entertain or accept any exceptions or amendments to the contract format provided.**

**- End of This Section -**

**SECTION F  
GENERAL CONDITIONS**

**1.0 CONTRACT ADMINISTRATION**

The Contract Administrator for this Request for Proposal (RFP) is Regina M. McDuffie, City Manager. The Contract Administrator shall act as the City's representative during the execution of any subsequent related amendments. The Contract Administrator will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any **contractual** questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator at the following address:

City of Brunswick  
Attn: Regina M. McDuffie, City Manager  
601 Gloucester Street, City Hall  
Brunswick, GA 31520  
Phone:(912) 267-5500  
Email: [rmcduffie@cityofbrunswick-ga.gov](mailto:rmcduffie@cityofbrunswick-ga.gov)

**2.0 CONTRACT TECHNICAL REPRESENTATIVE**

The Contract Technical Representative is Rick Charnock, Asst. Public Works Director, Brunswick Georgia. Representative shall provide the successful Proposer direction and monitor the results within the limits of the contract's terms and conditions. Representative will decide questions which may arise as to quality and acceptability of services performed. Representative shall judge as to the accuracy of quantities submitted by the successful Proposer in payment requests and the acceptability of the services which these quantities represent. Representative will be the point-of-contact for developing contract changes and amendments to be approved by the City and executed by the Contract Administrator. Any **technical** questions arising, subsequent to contract award, are to be addressed to the Contract Technical Representative at the following address:

City of Brunswick Georgia  
Attn: Rick Charnock, Asst. Public Works Director  
601 Gloucester Street, City Hall.  
Brunswick, GA 31520  
Phone: 912-267-5500  
Email: [rcharnock@cityofbrunswick-ga.gov](mailto:rcharnock@cityofbrunswick-ga.gov)

**3.0 NOTICE OF AWARD OF CONTRACT**

As soon as possible, and within 10 days after receipt of proposals, the City shall notify the successful Proposer of its intent to enter into a contract agreement. Should the City require additional time to award a contract, the time may be extended by mutual agreement between the City and the successful Proposer. If an Award of Contract has not been made within 30 days from the proposal opening date or within the extension mutually agreed upon, the Proposer may withdraw the bid without further liability on the part of either party.

#### **4.0 EXECUTION OF CONTRACT DOCUMENTS**

- a. Within ten (10) days subsequent to successful contract negotiations, the City shall furnish the successful Contractor the confirmed copies of Contract Documents for execution.
- b. Within ten (10) days after receipt of the Contract Documents, the Contractor shall return all the documents properly executed. Attached to each document shall be the certificate of insurance and proper licenses required by Federal, State, or Local authorities.
- c. Within ten (10) days after receipt of the Contract Documents, executed by the Contractor, certificates of insurance, and license(s) the City shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
- d. Should either party require an extension of any of the time limits stated above, it must be by mutual agreement between both parties.

#### **5.0 INSURANCE**

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of Insurance indicating that the successful proposer has obtained such coverage, shall be filed with the Owner prior to the commencement by the successful proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. If the Contractor receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. Certificates of such insurance shall be filed with the Owner. The contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

#### **Indemnity.**

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the City, Engineer, Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in



whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Comprehensive General Liability -The Contractor shall always exercise proper precaution for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

\*The limits of insurance are as follows:

General liability insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate.

Automobile insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and

Workers' Compensation Insurance as will protect potential bidder or offeror from Workers' Compensation Acts.

\*Contractors Liability Insurance shall be effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in, Paragraph 06 above.

The successful Proposer shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the City.

## **6.0 QUANTITIES**

None of the various City Departments, Agencies, or Employees, individually or collectively, shall be required to activate any minimum or maximum number of items during the life of any contract, or extension thereof, as a result of this RFP.

## **7.0 NOTICE TO PROCEED**

The City will issue the Contractor a written Notice To Proceed for each invocation of a service(s).

The Contractor's representative shall be physically present at the City's Emergency Operations Center within eight (8) hours after notification of need. The City may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.

## **8.0 SUSPENSION OR TERMINATION OF SERVICES**

The anticipated contract between the Contractor and the City can be terminated based on:

- a. City electing, in writing, not to exercise any of its option periods.
- b. Failure of the Contractor to perform based on the Contractor's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the City shall have the authority to terminate the contract with written notice to the successful Proposer. The successful Proposer shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- c. The City may terminate this agreement at will. Contractor shall have the right to voluntarily terminate this agreement at any time upon thirty (30) days advance written notice to the City of its intention to terminate. All correspondence of this nature will be forwarded by certified or registered mail.
- d. Any termination of the successful Proposer's services shall not affect any right of the City against the successful Proposer then existing or which may thereafter occur. Any retention of payment of monies by the City due the successful Proposer will not release the successful Proposer from compliance with the Contract Documents.

## **9.0 ASSIGNMENTS**

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

## **10.0 LAWS AND REGULATIONS**

The Contractor's attention is directed to the fact that all applicable Federal, State and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep fully informed of all laws, ordinances and regulations of the Federal, State, City and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Proposer shall herewith report the same in writing to the City.

The Contractor shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the City and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by the Proposer or by his/her employees. Licenses of a

temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Proposer.

#### **11.0 NOTICE AND SERVICE THEREOF**

- a. All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in this proposal (or at such other office as the Contractor may from time to time designate to the City in writing), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the Contract Administrator. Any notice to or demand upon the City shall be sufficiently given if delivered to the Office of said Contract Administrator or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Contract Administrator or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.

#### **12.0 SCHEDULE, REPORTS AND RECORDS**

In addition to the Scope of Services detailed in Section C, the Contractor shall submit to the City schedules, reports, estimates, records and other data as the City may request concerning services performed or to be performed.

#### **13.0 CHANGES IN THE CONTRACT**

##### **a. Changes in the Service**

The City may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. The Contract Administrator, also, may at any time, by issuing a Contract Amendment, make changes in the details of the services. The Contractor shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the Contractor believes that such order entitles a change in the fee or time or both, in which event the Contractor shall give the Contract Administrator written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the City.

The City may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the City

shall indicate this intent in a written notice to the Contractor.

b. Changes in Fee

The Fee shall be changed only by a mutual agreement by the Contractor and the City transmitted as a Contract Amendment. The Contractor shall, when required by the City, furnish to the City the method and justification used in computing the change in fee as related to the services ordered.

c. Changes in Contract Period

The Contract Periods shall be changed only by a Contract Amendment. Changes in the services described in a. above and any other claim made by the Contractor for a change in the Contract Period shall be evaluated by the City and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made.

**14.0 PAYMENTS AND COMPLETION**

a. Application for Payment

The Contractor shall submit an application for payment (invoice) for services rendered during the preceding calendar month. This application shall be sent to:

CITY OF BRUNSWICK, GEORGIA  
Attn: Regina M. McDuffie, City Manager; Brunswick, Georgia  
601 Gloucester Street, City Hall  
Brunswick, GA 31520

b. Certificate for Payments

If the Contractor has made application for payment as above, the Technical Representative will authenticate the application and forward it to the Finance Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding payment. After the application has been issued, the Finance Department shall pay to the Contractor, within thirty (30) days, the amount covering services completed. No application for payment, nor any payment, shall constitute an acceptance of any services not in accordance with the Contract Documents.

c. Failure of Payment

If the Technical Representative should fail to approve an application for payment, through no fault of the Contractor, within seven (7) days after receipt from the Contractor, or if the Finance Department should fail to pay the Contractor within thirty (30) days after receipt of an authenticated application for payment, then the Contractor shall receive interest on the balance due with the interest being one percent (1%) per month not to exceed three (3) months (3%). The City reserves the right to reject the Technical Representative's certification of any request for payment by the Contractor without the accrual of interest.

d. Governing Document

All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this agreement.

**15.0 CONTRACTOR'S CLAIM**

No claim for additional or other compensation beyond the Fees shall be allowable unless the Contractor

makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

#### **16.0 CONTRACT AGREEMENT JURISDICTION**

Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement, shall be brought in any court in The City of Brunswick, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in City of Brunswick, Georgia, and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non convenience or any similar basis.

#### **17.0 Bonds**

The Contractor shall agree to furnish payment and performance bonds with good and sufficient surety or sureties acceptable to the Owner for the protection of persons furnishing materials or labor in connection with the performance of the work. The penal sum of such payment and performance bond will be 100 % of proposed fees. The bonds required hereunder will be dated as of the same date as the notice to proceed date for any invocation of the contract and will be furnished to the Owner at the time the contract is invoked. These bonds shall be issued from a company licensed to do business in Georgia and shall be signed or counter signed by a Georgia resident agent and shall have a proper Power of Attorney evidencing the authority of the individual signing the bond. Included with the Bonds shall be a signed **Affidavit** on the form provided herewith.

If required, out of state contractors shall post a bond with the State Department of Revenue for each tax year during the project to guarantee payment of taxes on the work of this Contract.

#### **18.0 Georgia Security and Immigration Compliance Act**

Pursuant to O.C.G.A. § 13-10-91 (Georgia Security and Immigration Compliance Act), every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

No contractor or subcontractor shall enter into a contract or subcontract with a public employer in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

- Contractor acknowledges that the awarding of this contract is conditioned upon initial and ongoing compliance by the contractor and any subcontractor with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor;
- Contractor agrees that in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an indication of the employee-number category applicable to the subcontractor.
- Contractor agrees that its compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by execution of the Contractor Affidavit which is attached hereto and which shall be a part of this contract.
- Contractor agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the subcontractor's execution of a Subcontractor Affidavit provided by The City of Brunswick. Contractor shall maintain records of such attestation for inspection by The City of Brunswick at any time. The Subcontractor Affidavit shall become a part of the contractor/subcontractor agreement.

**SECTION G  
REPRESENTATION**

*(To be submitted)*

---

**AFFIDAVIT**

This proposal is submitted to The City of Brunswick (City) by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and The City of Brunswick. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the granted contract.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Proposer.

The Proposer understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any request for information within a reasonable time may result in the rejection of the Proposer's proposal with no re-submittal rights.

The Contractor understands that the City, after considering the legal, financial, technical, and character qualifications of the Proposer, as well as what in the City's judgement may best serve the public interest of its citizens and employees, may grant a contract.

The Contractor understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any contract issued will be on the basis of the Contractor's service and financial plans and arrangements are feasible and adequate to fulfill the conditions set forth in the City of Brunswick, Georgia Actuarial Services Request For Proposal and the successful Proposer's response.

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

Authorized Person: \_\_\_\_\_ Signature: \_\_\_\_\_

*(Print/Type)*

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

Name of Proposer \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

---

---

*Name and telephone number of person to whom inquires should be directed:*

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

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email \_\_\_\_\_

**- Continued on Next Page -**



## GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

### Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-01-02 by executing the Contractor Affidavit in accordance with the requirements of the Georgia Security & Immigration Compliance Act.

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

*(Failure to submit will render bid non-responsive You must use this form, you must be enrolled in this program, you must include your user ID #)*

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with The City of Brunswick has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13-10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with The City of Brunswick will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Brunswick, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by The City of Brunswick. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Brunswick at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Note: As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SS)

## GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

### **Instructions:**

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). your company must provide a copy of each such affidavit to the City of Brunswick, Purchasing Division, with the executed contract documents.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by the City of Brunswick at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (name of contractor) \_\_\_\_\_ on behalf of City of Brunswick has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of contractor) on behalf of The Board of Commissioners (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_, 202\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

**Each SAVE (Affidavit Verifying Status of Applicant for City Public Benefits) affidavit must be accompanied by a "Secure & Verifiable Document" as provided by the Attorney General's office. The "Secure & Verifiable Document" must be issued to the same person who signs the affidavit.**

**In most cases a copy of the driver's license of the person signing the form will be acceptable but note that not all states DL's are acceptable to the State of Ga.**

A list of "Secure & Verifiable Documents" is provided below as is a list of those states who issue driver's licenses that are acceptable to the Attorney General's office.

<https://law.georgia.gov/documents/list-secure-and-verifiable-documents-0>

(Click on the above link for a list of acceptable "Secure & Verifiable Documents")

[http://law.ga.gov/sites/law.georgia.gov/files/related\\_files/site\\_page/List%20of%20States.pdf](http://law.ga.gov/sites/law.georgia.gov/files/related_files/site_page/List%20of%20States.pdf)

(Click on the above link for a list of states issuing acceptable driver's licenses)

**Affidavit Verifying Status  
of Applicant for City Public Benefits**

*(See previous page-secure & verifiable document must accompany this form)*

Pursuant to the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1), effective July 1, 2007, every agency in The City of Brunswick providing local public benefits is responsible for determining the immigration status of applicants for said benefits.

By executing this affidavit under oath, as an applicant for a City of Brunswick, Georgia Occupation Tax Certificate, Alcohol License, Taxicab License, or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Brunswick Occupation Tax Certificate, Alcohol License, Taxicab License or **other** public benefit (circle one) for \_\_\_\_\_ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

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

\_\_\_\_\_ I am a United States citizen;  
OR  
\_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022

Notary Public  
My Commission Expires:

\* \_\_\_\_\_  
Alien Registration number for non-citizens

**\*Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

**H-1 EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE**

**H-1.1 EEO Plan:** The successful Proposer will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

**H-1.2 EEO For Veterans/Handicapped:** The successful Proposer will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

**H-1.3 EEO For Successful Proposer Programs:** The successful Proposer, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Proposer-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

**H-1.4 EEO Acquisitions:** The successful Proposer will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

a. Does the Proposer have the above EEO policy in place?

Yes  No

b. If the answer to a. above is no, will the Proposer have such a policy in place prior to commencing work on this project?

Yes  No

**H-1.5 Statement of Assurance:** The Proposer herein assures the City that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance A.D.A.

\_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_/\_\_\_\_\_  
(Title) (Date)



**H-2 LEGAL AND CHARACTER QUALIFICATIONS**

**H-2.1 Convictions:** Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

- |                          | Yes | No  |  | Yes | No  |
|--------------------------|-----|-----|--|-----|-----|
| a. Fraud                 | [ ] | [ ] | h. Obstruction of justice (or any other misconduct affecting | [ ] | [ ] |
| b. Embezzlement          | [ ] | [ ] | public or judicial officers' performance of their official   |     |     |
| c. Tax Evasion           | [ ] | [ ] | duties)  | [ ] | [ ] |
| d. Bribery               | [ ] | [ ] | I. False/misleading advertising                              | [ ] | [ ] |
| e. Extortion             | [ ] | [ ] | j. Perjury   | [ ] | [ ] |
| f. Jury Tampering        | [ ] | [ ] | k. Conspiracy to commit any of the foregoing offenses        | [ ] | [ ] |
| g. Anti-Trust Violations | [ ] | [ ] |  |     |     |

**H-2.2 Civil Proceedings:** Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

- |   | Yes | No  |   | Yes | No  |
|---|-----|-----|---|-----|-----|
| a. Unfair/anti-competitive business practices | [ ] | [ ] | c. Violations of securities laws (state & federal ) | [ ] | [ ] |
| b. Consumer fraud misrepresentation           | [ ] | [ ] | d. False / misleading advertising                   | [ ] | [ ] |
|   |     |     | e. Violation of local Government ordinances         | [ ] | [ ] |

**H-2.3 License Revocation:** Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?

Yes [ ]      No [ ]

**H-2.4 Responses:** If "yes" is the response to any of the questions on the previous page, provide information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

---

---

**Sample Contract**  
**CONTRACT FOR SERVICES**  
**BY AND BETWEEN**  
**CITY OF BRUNSWICK, GEORGIA**  
**AND**

---

This Agreement made and entered into by and between The City of Brunswick, Georgia, party of the first part (hereinafter called the "City") and \_\_\_\_\_ party of the second part (hereinafter called the "Contractor"); and

WHEREAS, The City Commission Meeting awarded the bid for **Debris Removal & Disposal Services** hereinafter referred to as the Project and;

WHEREAS, the Contractor and the City for the consideration hereinafter named, agree and acknowledge that:

***Part A: Contract Form***

**ARTICLE 1.** The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as **Debris Removal & Disposal Services**, in strict conformity with all sections of the RFP hereinafter set forth, whose program services together with the Contractor's Proposal, the Advertisement for Proposals, Instructions to Consultants, General Conditions, Representations, this Agreement, and all addenda hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

**ARTICLE 2.** The Contractor agrees to commence the actual services requested, upon receipt of a Notice To Proceed for each single invocation of the services included in this contract. The Contractor further agrees to be fully operational and able to respond and fulfill the terms of this contract within Twenty-Four (24) Hours of the date of the Notice To Proceed.

**ARTICLE 3.** The City agrees to pay the Contractor, in current funds, for the performance of this Contract those fees established and agreed upon in **Section D Fee Schedule**, which sum shall also pay for all loss or damage arising out of the nature of the project aforesaid, or from unforeseen obstructions or difficulties encountered in the performance of the project and for all expenses incurred by, or in consequence of the project, its suspension or discontinuance, and for well and faithful completion of the project and the whole thereof, as herein provided.

**ARTICLE 4.** The City and Contractor agree that the Specifications, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the City budgetary process, agrees to waive the terms of O.C.G.A. Section 13-11-1 et seq., known as the Georgia Prompt Pay Act.

Contractor agrees that the work and services required by this contract may require inspection and approval of the City's engineers or consultants and that the time for payment shall be tolled for a reasonable time as required

for said inspection and approval. Contractor further agrees to toll the time for payment hereunder for an additional and reasonable period of time for the City department head overseeing the project or work contemplated by this agreement to approve the work and/or services performed.

Once the necessary installation and approvals by the engineers or consultants and City department head has been made, the City shall have 30 working days from approval by the City department head in which to pay the Contractor; subject to any documentation requests by the City as necessary to allow the City to evaluate the completeness and accuracy of monies due.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the City, Engineer, Engineer's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the Work, but only to the extent caused in whole or in part by acts or omissions of the Contractor, its officers, directors, employees, agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

This agreement consists of parts.

- Part A: Contract Form
- Part B: Performance Bond
- Part C: Payment Bond
- Part D: Affidavit of Payment of Claims
- Part E: Certificate of Insurance
- Part F: Drug Free Certification

Contractor agrees to perform the project as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, City personnel or any other person. In addition, Contractor agrees to perform the project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

Contractor agrees to comply with the laws of Georgia which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State Georgia as to all matters and disputes arising or to arise under this Agreement and the performance therefor, including all issues relating to liability for taxes, licenses or fees levied by the State.

Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any

manner relating to this Contract, shall be brought in any court in The City of Brunswick, Georgia.

Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in The City of Brunswick, Georgia and in any said action or proceeding.

Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

Contractor shall take affirmative action in complying with all federal and State requirements concerning provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin or disabilities (particularly in regard to the Americans with Disabilities Act.)

Contractor assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. The City shall consider Contractor the sole point of contact with regard to contractual matters. Sub-contracting of any part of the work or service contemplated by this Agreement may not be entered in by Contractor without prior written approval by the City.

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the City.

A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors and assigns.

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement.

The Contractor and the City, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

**IN WITNESS WHEREOF:**

The parties hereto have executed this Agreement under their respective seals as of the date last written below in three (3) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

**CITY OF BRUNSWICK, GEORGIA**

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

Cosby H. Johnson

Mayor

**(Seal)**

Attest: \_\_\_\_\_

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

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

**CONTRACTOR:**

Signed and sealed in  
the presence of:

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

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

**(Seal)**

1. \_\_\_\_\_

2. \_\_\_\_\_

Attest: \_\_\_\_\_

**(Corporate Secretary)**

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

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

**PART B**  
**PERFORMANCE BOND**

**STATE OF GEORGIA**  
**CITY OF BRUNSWICK**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as

Principal, (herein after known as "Contractor"), and we \_\_\_\_\_

\_\_\_\_\_ as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto City of Brunswick, Georgia for the use and benefit of those entitled thereto in the sum of **One Million and 00/100 Dollars (\$1,000,000.00)** for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

**BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:**

**WHEREAS**, the City has engaged the said Contractor for the sum of **One Million and 00/100 Dollars (\$1,000,000.00)** for the **Debris Removal and Disposal Services** project, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

**NOW, THEREFORE**, if a said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect the obligations under this obligation or bond, and notice is hereby waived of any such change extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

**IN WITNESS WHEREOF**, the said Contractor has hereunder affixed its signature and said Surety has

hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_ day of \_\_\_\_\_, 2022 Executed in three (3) counterparts.

-----

**CONTRACTOR:**

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

Signed, sealed and delivered  
in the presence of:

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

*(Seal)*

1. \_\_\_\_\_

2. \_\_\_\_\_

-----

**SURETY:**

\_\_\_\_\_

*(Surety Name)*

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

Signed, sealed and delivered  
in the presence of:

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

*(Seal)*

1. \_\_\_\_\_

2. \_\_\_\_\_

**PART C**  
**PAYMENT BOND**

**STATE OF GEORGIA**  
**CITY OF BRUNSWICK**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principal, (herein after known as

"Contractor"), and we \_\_\_\_\_

\_\_\_\_\_ as Surety, are held and firmly bound unto The City of Brunswick, Georgia (hereinafter called the "City"), in the penal sum of **One Million and 00/100 Dollars (\$1,000,000.00)** lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract with said City, for the **Debris Removal and Disposal Services** project, as more fully appears in a written Agreement bearing the same project title, (hereinafter called the "Contract"), which Contract and the Specifications for said project shall be deemed a part thereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

- a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the City in which the work provided for in said Contract is to be performed or in any City in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated, and judgment rendered thereon.
  
- b) The Principal and Surety hereby designate and appoint \_\_\_\_\_ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.



- c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.
- d) This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-70 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

**IN WITNESS WHEREOF**, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers,

on this \_\_\_\_ day of \_\_\_\_\_, 2022 Executed in three (3) counterparts.

-----

**CONTRACTOR:**

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

Title: \_\_\_\_\_ Signed, sealed and  
(Seal)

delivered  
in the presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**SURETY:**

\_\_\_\_\_  
(Surety Name)

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

Signed, sealed and delivered  
(Seal)

Title: \_\_\_\_\_ in the presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**PART D**  
**AFFIDAVIT OF PAYMENT OF CLAIMS**  
*(Submitted with Final Invoice)*

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022

appeared before me, \_\_\_\_\_, a Notary Public, in

and for \_\_\_\_\_, and being by me first duly sworn states that all subcontractors and suppliers of labor and materials have been paid all sums due them to date for work performed or material furnished in the performance of the contract between: The City of Brunswick Board of Commissioners (CITY) and \_\_\_\_\_ and (CONTRACTOR), last signed \_\_\_\_\_ for **Debris Removal & Disposal Services**

**Contractor:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*(Seal)*

Subscribed and sworn to before the \_\_\_\_\_ day of \_\_\_\_\_, 2022

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

*(Seal)*

**PART E**  
**STATEMENT OF INSURANCE**

This is to certify that

\_\_\_\_\_  
(Insurance Company)

of

\_\_\_\_\_  
(Insurance Co. Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it is agreed that the insurer will endeavor, if allowed by the policy, to provide the Owner thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. Such notice shall be delivered to:

*The City of Brunswick, Georgia, Purchasing Agent, 601 Gloucester Street, City Hall, Brunswick, Georgia 31520*

It is further agreed that The City of Brunswick Board of Commissioners shall be named as an additional insured on the Contractor's policy Attach a copy of any endorsement(s).

1. Insured:       **Contractor:** \_\_\_\_\_
2. Project Name: **Debris Removal & Disposal**
3. Project Number:
4. Policy Numbers(s): \_\_\_\_\_

DATE:

\_\_\_\_\_  
(INSURANCE COMPANY)

ISSUED AT:

\_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE)

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

**NOTE: Please attach Certificate of Insurance form to this page**

**PART F**  
**DRUG FREE WORKPLACE CERTIFICATION**

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

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.

As a condition of working on the commodities or contractual services then under bid, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

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.

**Contractor:** \_\_\_\_\_

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

\_\_\_\_\_  
**Title**

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