



TAB H
MONITORING OF DEBRIS OPERATIONS



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TAB H: MONITORING OF DEBRIS OPERATIONS

I. EMERGENCY CONTRACTING PROCEDURES.

- A. In the event of a Presidential disaster declaration, County jurisdictions may be eligible to receive reimbursement through FEMA's Public Assistance (PA) Program (subject to cost-share provisions), for the cost they incur for emergency clearance of debris from roadways and other public access facilities, and for the costs of removal and disposal of debris that poses an immediate threat to life, public health and safety. To be eligible for reimbursement under PA, contracts for debris removal must meet rules for Federal Grants, which means they are subject to the Common Rule specifying uniform administrative requirements for grants to the states and local governments.
- B. FEMA's common rule provisions can be found in 44 CFR Part 13, and specific subsections, such as 13.36, describe procurement and other requirements. PA applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13.

II. OUTSOURCED DEBRIS OPERATIONS

- A. Contracting for labor and equipment may be necessary if the magnitude of the emergency debris clearance, removal and disposal operation is beyond the capabilities of the local force account resources, State resources, mutual aid agreements and volunteer labor and equipment. Jurisdictional debris managers and procurement offices should be familiar with contracting procedures in order to define specific debris removal tasks and recommend specific contract types based on the magnitude of the debris clearance, removal and disposal operation and the site clearance and restoration requirements.
- B. County jurisdictions are responsible for procuring outside debris management resources as required in accordance with their established contracting policies and procedures. Jurisdictions are also responsible for managing the provisions including in their debris contracts from project inception to completion. Managing debris contracts include monitoring the performance of the contractor(s), making contract modifications as needed, conducting inspections, making required payment(s), and closing out contract activities.



- III. CONTRACT PROVISIONS.** General contract provisions, contractor qualification requirements, and contract solicitation procedures, provided in debris management contracts should include but may not be limited to the following:
- A. Determine the type and method of contracting needed to satisfy specific debris clearance, removal and disposal requirements of an unusual and compelling urgency.
 - B. Solicit bids, evaluate offers, award contracts and issue notices to precede with all contract assignments.
 - C. Supervise the full acquisition process for service and supply contracts and the oversight of contract actions to ensure conformance to regulatory requirements.
 - D. Coordinate with the Solid Waste Manager, Public Works Director, and the Debris Manager.



EXHIBIT 1
DEBRIS MONITORING CONTRACTORS



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EXHIBIT 1: COUNTY WIDE DEBRIS MANAGEMENT COORDINATION

CHATHAM COUNTY DEBRIS MANAGEMENT COORDINATION								
	County	Bloomingdale	Pooler	Pt. Wentworth	Garden City	Savannah	Thunderbolt	Tybee Island
ARCADIS (Monitoring)					Contracted			
SAIC (Monitoring)			Contracted	Contracted		Contracted		
ATKINS (Monitoring)								Contracted
O'BRIENS (Monitoring)							Contracted	
THOMPSON (Monitoring)	Contracted							



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EXHIBIT 2
CHATHAM COUNTY DEBRIS MONITORING CONTRACTOR
THOMPSON CONSULTING SERVICES



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Chatham County Purchasing and Contracting

1117 Eisenhower Drive - Suite C. - Savannah, Georgia 31406
P.O. Box 15180 Savannah, Georgia 31416
www.chathamcounty.org

23 August 2012

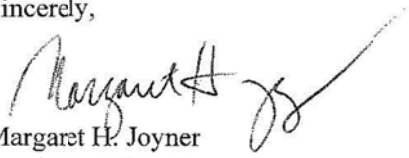
Mr. Nate Counsell, Vice President
Thompson Consulting Services
951 Market Promenade Avenue
Suite 2101
Lake Mary, FL 32746

Dear Mr. Counsell,

Enclosed you will find your copy of the annual contract for your firm to provide a full range of **DISASTER DEBRIS MONITORING SERVICES FOR PUBLIC WORKS AND PARK SERVICES** as required by the County as specified in contract # 12-0010-3.

We require that a copy of your 2012 Business License/Tax Certificate and the Insurance Certificate be on file *if applicable*. If you have any questions, or if I can be of further assistance, please feel free to call Victoria D. Godlock, CPPB, MPA, Procurement Specialist at (912) 790-1624. As always, it is a pleasure doing business with Thompson Consulting Services.

Sincerely,


Margaret H. Joyner
Purchasing Agent

Attach/

cc: Victoria D. Godlock, CPPB, MPA, Procurement Specialist
Robert Drewery, Director, Public Works
Tina Wright, Accounts Payable, Finance
Read Dehaven, Budget

MEMBER: NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING



COUNTY PURCHASING AND CONTRACTING

CONTRACT DISTRIBUTION

CONTRACT NO.: #12-0010-3

DESCRIPTION: Contract to Provide a full range of Disaster Debris Monitoring Services as required by the County, For Chatham County Public Works and Parks Services Departments

CONTRACTOR: Thompson Consulting Services

PHONE NUMBER: (407-792-0018) FAX NO.: (407-878-7858)

BOARD APPROVAL DATE: July 20, 2012

OF RENEWALS: AWARD DATE: 07-20-12 EXP. DATE:

CONTRACT ADMINISTRATOR: Victoria D. Godlock, CPPB, MPA, Procurement Specialist *VDJ*
Administrator

DISTRIBUTION DATE: 23 August 2012

RECEIVED BY:

USING DEPARTMENT: Robert Drewry, Director, Public Works

FINANCE DEPARTMENT: Tina Wright, Accounts Payable, Finance

BUDGET DEPARTMENT: Read Dehaven, Budget

APPROVED BY:

DEPARTMENT HEAD: _____
Signature

DOCUMENT REVIEW DATE: _____

PURCHASING AGENT: _____
Margaret H. Joyner

DOCUMENT REVIEW DATE: _____



SERVICES CONTRACT

BETWEEN

CHATHAM COUNTY, GEORGIA

AND

THOMPSON CONSULTING SERVICES
951 MARKET PROMENADE AVENUE
Suite 2101
LAKE MARY, FL 32746
(407) 792-0018 (Phone)
(407) 878-7858 9 (Fax)

DISASTER DEBRIS MONITORING
(Contract)
RFP NO. #12-0010-3

Board of County Commissioners
Chatham County Courthouse
124 Bull Street
Post Office Box 8161



Savannah, Georgia 31412

SERVICES CONTRACT

Between

CHATHAM COUNTY, GEORGIA

And

THOMPSON CONSULTING SERVICES

This Contract is made and entered into this **20TH** day of **JULY 2012**, by and between the Board of Commissioners of Chatham County, Georgia, hereinafter called the "BOARD," and, **THOMPSON CONSULTING SERVICES**, a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR."

WITNESSETH

WHEREAS, the BOARD desires to engage a qualified and experienced **FIRM TO PROVIDE A FULL RANGE OF DISASTER DEBRIS MONITORING SERVICES AS REQUIRED BY THE COUNTY., CHATHAM COUNTY ITB NO. 12-0010-3.**

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

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



ARTICLE I

TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1. TERM OF SERVICES: The service to be provided by the Contractor as described in Article IV is to commence upon execution of this contract, and or upon a date mutually agreed upon by the County Contract Administrator, and the Contractor. **THE TERM OF THIS CONTRACT IS FOR ONE (1) YEAR WITH FOUR ONE (1) YEAR RENEWALS, UNLESS EITHER PARTY ELECTS TO WITHDRAW OR THE BOARD OF COMMISSIONERS PROVIDE OTHER DIRECTION.**

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

SECTION I-3. COUNTY ADMINISTRATION AND PROJECT MANAGER. The administration of this Contract for Chatham County, Georgia, shall be the responsibility of the County administrative staff, hereinafter called the "COUNTY." **MR. ROBERT DREWERY, DIRECTOR OF PUBLIC WORKS AND PARKS SERVICES, SAVANNAH, GEORGIA, 31412, (912) 652-6842 (PHONE),** shall serve as the Project Manager for this contract and shall be responsible to the County Manager who is responsible to the BOARD for the proper effectuation of Chatham County, Georgia's obligations under the terms of this Contract.

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

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

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

SECTION I-5. PERSONNEL AND EQUIPMENT. The CONTRACTOR represents that it has secured or will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract; none of whom shall be employees of, nor have any contractual relationship with Chatham County. All of the services required hereunder will be performed by the CONTRACTOR under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

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

SECTION I-7. REVIEW OF WORK IN PROGRESS. The CONTRACTOR shall energetically and expeditiously carry out the required services.



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

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

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

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

SECTION I-11. TERMINATION OF CONTRACT FOR CONVENIENCE: Either party may terminate this contract for convenience by giving a thirty (30) day written notice prior to the effective date of such cancellation.

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

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

SECTION I-14. INDEMNIFICATION. The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR's obligation



to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

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

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

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

SECTION I-16. PROHIBITED INTERESTS.

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

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

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

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

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

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



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

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

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

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

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

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

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

SECTION I-25. NOTICES. All notices shall be in writing and any notices, demands and other papers or documents to be delivered to Chatham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to the **COUNTY'S PROJECT MANAGER, MR. ROBERT DREWERY, DIRECTOR OF PUBLIC WORKS AND PARKS SERVICES, SAVANNAH, GEORGIA, 31412, (912) 652-6842 (PHONE).** or at such other place or places as may be subsequently designated by written



notice to the CONTRACTOR.

All written notices, demands and other papers or documents to be delivered to the CONTRACTOR under this Contract shall be transmitted by certified mail, postage prepaid, and addressed as follows: **MR. NATE COUNSELL, VICE PRESIDENT, THOMPSON CONSULTING SERVICES, LAKE MARY, FL, 32746, (407) 792-0018(PHONE). (407) 792-7858 (FAX).**

SECTION I-26. RESERVED.

SECTION I-27. CHOICE OF LAW. This Contract shall be deemed to have been executed in Chatham County, Georgia, and all questions of interpretation shall be governed by the laws of the State of Georgia.

SECTION I-28. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all applicable Federal, State, Chatham County and municipal laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the work, including but not limited to Chatham County building code and permits and/or municipal business licenses, building permits, and other local requirements, as applicable.

SECTION I-29. POST-CONTRACT TERM COMPLETION OF WORK. The CONTRACTOR shall be entitled to complete any work assignments issued near the end of the term of this annual contract but which requires additional time for completion beyond the termination date of this contract.

SECTION I-30. ACCURACY OF WORK WARRANTED. The CONTRACTOR hereby warrants the accuracy of the Work completed under the terms of this contract and shall promptly correct any errors and omissions at no additional cost to Chatham County. Acceptance of the Work by Chatham County will not relieve the CONTRACTOR of the responsibility for subsequent correction, at no additional cost to Chatham County, of any errors and omissions for a period of one (1) year after substantial completion of the Work.

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



ARTICLE II

COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

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

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

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

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

SECTION II-4. INSURANCE PROVISIONS The CONTRACTOR shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the CONTRACTOR's bid. Prior to the commencement of any work the CONTRACTOR shall obtain and furnish certificates of insurance to the COUNTY indicating the following minimum lines of coverage:

A. Scope of Coverage as applicable

Insurance coverage shall be at least as broad as:

- (1) Current Insurance Service Office (ISO) Commercial General Liability coverage, and where applicable, supplemented by Umbrella/Excess with coverage as broad as the underlying Commercial General Liability policy(s). Commercial General Liability shall be written on an Occurrence basis with Products and Completed Operations, and Contractual Liability.
- (2) Current Insurance Service Office Business Auto coverage including Code 1, "Any Auto."
- (3) Worker's Compensation and Employer's Liability

B. Limits of Insurance

Effective coverage shall have the following limits:



- (1) **Commercial General Liability:** \$1,000,000 Combined Single Limit General Aggregate for bodily injury, property damage, Products-Completed Operations, Owners and Contractors Protective Liability, and Contractual Liability.
- (2) **Business Auto Liability:** \$1,000,000 Combined Single Limit per accident for bodily injury and property damage, including Code 1 - "Any Auto."
- (3) **Worker's Compensation** that shall comply with all applicable state and federal laws and shall include Employer's Liability with a minimum limit of \$500,000.

C. Special Requirements:

- (1) **Severability of Interest:** Where applicable, any insurance coverage provided by any party other than Chatham County, and which may indemnify Chatham County, the limits stated under such coverage shall apply separately to Chatham County.
- (2) **Reporting Provisions:** Any failure to comply with reporting provisions of any applicable policy shall not affect coverage, if any, afforded on behalf of Chatham County, its officials, officers, employees, or volunteers.
- (3) **Cancellation/Non-Renewal Notification:** Each applicable insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Chatham County.
- (4) **Proof of Insurance:** The Contractor is required to carry insurance under this contract and shall furnish Chatham County with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- (5) **Insurer Acceptability:** Insurance is to be placed with insurers with a Best's rating of no less than A:V.
- (6) **Lapse of Insurance Coverage:** A lapse of insurance coverage shall constitute ground for termination of this contract by the Chatham County Board of Commissioners.

SECTION II-5. RESERVED.

SECTION II-6. MAINTENANCE OF PROJECT FINANCIAL RECORDS. The CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project, where appropriate, and shall make such material available at all reasonable times, during the period of the Contract and for three (3) years from the date of final payment under the Contract, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONTRACTOR agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

SECTION II-7. PAYMENT OF TAXES AND FEES. The CONTRACTOR shall request and obtain any necessary inspections from the County Project Manager should same be required. The cost of any permit fees required by the County, and not waived, shall be paid by the CONTRACTOR.



ARTICLE III

SERVICES PROVIDED BY THE COUNTY

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

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

SECTION III-3. COUNTY STAFF RESPONDING TO CONTRACTOR EXPEDITIOUSLY. The COUNTY will examine all data as the County deems appropriate for such examination and rendering written decisions pertaining thereto within a reasonable time so as not to delay the services of the CONTRACTOR.

SECTION III-4. COUNTY GIVING NOTICE OF PROBLEMS. The COUNTY shall give prompt verbal and/or written notice to the CONTRACTOR whenever the COUNTY observes or otherwise becomes aware of any defect in the service or changed circumstances.

SECTION III-5. ACCESS TO PROPERTY. The COUNTY will guarantee access to and make necessary provisions for the CONTRACTOR to enter upon public and private property as required for the CONTRACTOR to perform his services under this Contract.

ARTICLE IV

SCOPE OF SERVICES PROVIDED BY THE CONTRACTOR

SECTION IV-1. CONTRACTOR MISSION STATEMENT. The CONTRACTOR shall do, perform, and carry out the services as specified below in a satisfactory and proper manner and in conformance with the standard practices and procedures of its professions. **CONTRACTOR TO PROVIDE A FULL RANGE OF DISASTER DEBRIS MONITORING SERVICES AS REQUIRED BY THE COUNTY.. CHATHAM COUNTY ITB NO. 12-0010-3 BY REFERENCE THE CONTRACTOR'S RESPONSE TO ITB NO. 12-0010-3 IS MADE PART OF THIS CONTRACT AS AN ATTACHMENT.**

SECTION IV-2. DETAILED SCOPE OF SERVICES. The detailed scope of services to be performed by the CONTRACTOR includes those services required and issued to the CONTRACTOR by the County's Project Manager. All work shall comply with current Chatham County Codes and shall be inspected or caused to be inspected by the County Project Manager as appropriate.

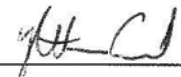


IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

ATTEST:



Briana Bashan / Marketing Manager
TITLE

CONTRACTOR:
THOMPSON CONSULTING SERVICES


NATE COUNSELL / VICE PRESIDENT
SIGNATURE/TITLE

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

CHATHAM COUNTY, GEORGIA:

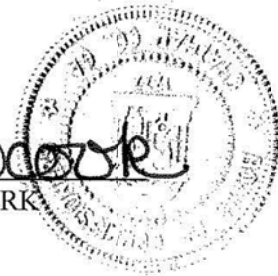

PETE LIAKAKIS, CHAIRMAN
Chatham County, Georgia
Board of Commissioners

APPROVED AS TO FORM AND LEGALITY:


R. JONATHAN HART, COUNTY ATTORNEY

ATTEST:


JANICE BOCOOK, CLERK



CONTRACT NO. 12-0010-3

BOARD APPROVAL: 20 JULY 2012



ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE **DRUG-FREE WORKPLACE**, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

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

THOMPSON CONSULTING SERVICES _____ (CONTRACTOR) certifies to Chatham County

that a Drug-Free Workplace will be provided for the employees during the performance of this

contract known as THE FIRM TO PROVIDE A FULL RANGE OF DISASTER DEBRIS MONITORING SERVICES AS REQUIRED BY THE COUNTY., CHATHAM COUNTY ITB NO. 12-0010-3.

COUNTY DEPARTMENTS (PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-

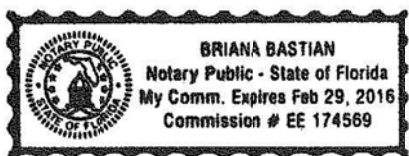
24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

[Signature]
CONTRACTOR

8/2/12
DATE

[Signature]
NOTARY

8/2/12
DATE





ATTACHMENT B

SUBCONTRACTORS

Name of Contracting or Subcontracting Firm

Key management and professional staff

Name

Title

Function

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

B-1



ATTACHMENT C
Disaster Debris Monitoring Contract

NOTE: All positions may by not be applicable to an event that may require monitoring

<u>POSITIONS</u>	<u>HOURLY RATES</u>
Project Manager	\$ 69.00
Operations Manager	\$ 56.00
FEMA Coordinator	\$ 95.00
Scheduler/Expediter	\$ 28.00
GIS Analyst	\$ 46.00
Field Supervisor	\$ 49.00
Debris Site/Tower	\$ 31.50
Environmental Specialist	\$ 56.00
Project Inspector (Citizens Site Monitor)	\$ 31.50
Load Ticket Data Entry Clerks (QA/QC)	\$ 28.00
Billing/Invoice Analyst	\$ 29.75
Project Assistant	\$ 28.00
Field Coordinator (Crew Monitor)	\$ 31.50
OTHER REQUIRED POSITIONS	
Assistance Coordinator	\$ 75.00
Data Manager	\$ 55.00
GIS Specialist	\$ 56.00
OTHER COST	
Activation or Mobilization	\$ 0.00
Guarantee Response in Hours	1 hr
Guarantee to be on Disaster Site in Hours	8 hrs
Deactivation	\$ 0.00