



CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between **GORDON COUNTY, GEORGIA**, hereinafter termed the "Owner", and **SOUTHERN DISASTER RECOVERY, LLC**, hereinafter termed the "Contractor".

WITNESSETH

WHEREAS, the Owner has caused to be prepared, in accordance with law, the Contract Documents for the work herein described, and has approved and adopted the Contract Documents, and has received a proposal for furnishing materials, labor and equipment for, and in connection with, all work as indicated in the Contract Documents, and in accordance with the terms of this Contract; and

WHEREAS, the Contractor, in response the Request for Proposals, has submitted to the Owner, in the manner and the time specified, a sealed Proposal in accordance with the terms of the Request for Proposals and Instructions to Bidders, all of which are incorporated in and become terms of this Agreement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and reviewed the Proposals submitted and, as a result of such review, has determined and declared the Contractor to be the successful bidder for said work, and has duly awarded to the said Contractor a Contract for and in consideration of the mutual covenants herein contained.

NOW, THEREFORE, the parties have agreed and do hereby agree, the Owner for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

SECTION A – SERVICES

The Contractor shall, from time to time, upon Notice to Proceed by the Owner, furnish Emergency Debris Removal and Management Services to the Owner, in accordance with the terms and conditions contained in the Request for Proposals attached hereto, and all addendums to the Request for Proposals.

SECTION B – COMPENSATION FOR SERVICES

The Contractor shall be compensated for services provided to the Owner under the terms of the Request for Proposals and in accordance to the attached Price Proposal Form. The Contractor shall provide to the Owner or the Owner's authorized representatives, access to any books, documents, papers, and



records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Agreement for three years after termination and all other pending matters are closed.

SECTION C – TERMS AND CONDITIONS

1. **Permit Assistance:** To the extent applicable, the Owner shall assist the Contractor in obtaining all necessary governmental permits required for the performance of the Services. The Owner shall comply with all County, State, and Federal ordinances, rules and laws pertaining to the Contractor's work.
2. **Insurance:** The Contractor shall maintain all insurance requirements in accordance to the terms of the Request for Proposals throughout the term of this Agreement.
3. **Standard of Care, Hold Harmless, and Indemnity:** The Services shall be conducted by the Contractor consistent with the level of care and skill ordinarily exercised by providers of the same services acting under similar circumstances and conditions. The Contractor shall indemnify and hold the Owner harmless from all damages or suits or actions brought against the Owner as a result of any act or failure to act by the Contractor, its agents, servants, or employees.
4. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss, unavailability of labor, material, fuel, services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Service may be continued.



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5. **Term:** The term of this agreement shall be for _____ years, beginning _____ and ending on _____ with the option to renew for up to _____ one year renewals, on the same terms and conditions, for a total possible life of _____ years.

6. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The Owner reserves the right to terminate this Agreement for either cause or convenience. Irrespective of which party terminates, or the cause thereof, the Owner shall, within thirty (30) days of termination, compensate the Contractor for services provided, if any, up to the time of termination.

7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. The contract documents which comprise and supplement the Contract between the County and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:
 - A. This Contract;
 - B. The Request for Proposals;
 - C. The Invitation to Request for Proposals;
 - D. General Conditions;
 - E. Scope of Services;
 - F. Contractor's Proposal;
 - G. Contractor's Insurance certifications;
 - H. Notice of Award;
 - I. Notice to Proceed; and
 - J. Any modifications, including Change Orders duly delivered after execution of this Contract.

This agreement may be amended only by written instrument signed by both parties.

8. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.



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9. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Contractor shall survive the completion of Services hereunder and the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first written.

GORDON COUNTY, GEORGIA

SOUTHERN DISASTER RECOVERY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____