



**BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458**

**INVITATION FOR BID
STATESBORO-BULLOCH COUNTY PARKS AND RECREATION DEPARTMENT
INSTALLATION OF NURSERY GROWN PLANT MATERIAL**

The Bulloch County Board of Commissioners (herein after referred to as the “County”) is accepting **COMPETITIVE SEALED BIDS** for:

Material or Service: Installation of a variety of specified nursery grown plants to be used for beautification of the 301 and I-16 intersection, Bulloch County and the Georgia Department of Transportation has created a plan to landscape certain areas of the median on Georgia Highway 301.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, October 14, 2020. Prospective bidders shall file all documents necessary to support their bids. **FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.**

Time and Place for Submission and Opening of Bids: Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, Georgia 30458. The original bid and supporting documents must be submitted in a sealed clearly marked envelope. At the time and date of the bid deadline, the bids will be publicly opened and cost components read aloud at the Bulloch County Commissioners North Main Annex, in Conference Room 102 at the above-referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the Project Manager will recommend the selection of a bid or bids most advantageous to the County or the rejection of all bids, which final decision will be approved by the Board of Commissioners.

Obtaining a Copy of Bid Package: A bid package may be requested by contacting Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net or by visiting the County’s website at <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County’s website for any addenda for this project. Failure to include a signed copy of any addenda issued for this project in the submitted bid package will result in the submitted bid not being considered for this project.

Bid Identification: The outside of the sealed envelope shall include the wording: Plant Material Installation I16 & 301; Bid Opening: October 14, 2020 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

Check List: There is a checklist on page 15 that lists the forms that must be included in the sealed bid submission. Failure to return any of the items on the check list will be just cause for non-acceptance of the submitted sealed bid.

Local Buying Preference: Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so because there is an obligation to the taxpayers to use our financial resources wisely.

For all purchases of \$15,000 or more, if the quality, service, price, and other factors are substantially equal, then a local vendor whose bid is within 5% of the lowest bid may be given an opportunity to match the lowest bid. This policy shall be stated in all applicable solicitations, but does not apply to public works construction projects or road projects.

For purposes of this provision, a “local vendor” is one that 1) has a principal business location within the boundaries of Bulloch County; 2) has a valid occupational tax certificate issued by a jurisdiction located in Bulloch County; and 3) owns the property where the principal business location is located, or has a lease for a term of no less than one year for the principal business location which in effect requires the local vendor to pay the ad valorem taxes on the leased property.

A “principal business location” is further defined as a permanent facility with a physical location in Bulloch County where it can be demonstrated 1) that the goods or services are either made, stored, processed, sold or rendered at the facility; and 2) that substantial administrative or management activities are performed by one or more employees, principals, representatives or agents for the purpose of transacting business.

To request the local vendor preference, a vendor must include a completed local vendor form with its submitted bid. It is the vendor’s responsibility to provide clear and convincing evidence that it meets the requirements for being considered a local vendor pursuant to this provision. The determination of whether a vendor has submitted sufficient evidence to support being deemed a local vendor shall be solely within the discretion of the Board of Commissioners and shall not be subject to challenge.

To request local vendor preference, you must contact the Purchasing Manager for the proper form to complete. The completed form must be included with the submitted package to be considered for the local vendor preference.

Award and Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the County to accept or

reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The bidder is solely responsible for delivering its sealed bid to the exact location and by the time stated. The County reserves the right to reject any or all bids and to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid or bids that may be deemed in the best interest of the County. The County reserves the right to use or not use any alternate bid associated with this solicitation.

Exceptions to Specifications: Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform shall so note on the "Exceptions to Specifications" sheet provided. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so stated.

If awarded, an award will be made to that responsive and responsible bidder or bidders with the most advantageous bid or bids to the County, price and other factors considered.

TERMS AND CONDITIONS

Changes: No change shall be made to this invitation except by written modification by the Purchasing Department.

Compliance: The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the County's right to insist at any time on full compliance with any of the terms and conditions stated herein.

Disqualification: Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or, e) failure to complete bid information correctly. If in the opinion of the County, the bidder is not in a position to perform the contract, the bid may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.

Lawsuits/Bribery/Conflicts of Interest/Defaults: Prospective bidders shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

Liability: The County is not liable for any cost incurred in the preparation of the bid. Nor is the County bound by any information provided to bidders prior to the bid opening unless reduced to writing and distributed as a written addendum.

Exceptions: Conditional bids or those that take exception to the specifications will be considered only at the discretion of the Project Manager.

Clarification of Submittals: The County reserves the right to seek clarification of any point in a bidder's sealed bid submission, or to obtain additional information.

Correction or Withdrawal of Bids, Cancellation of Awards: Correction or withdrawal of bids after the deadline for submitting bids has passed, or cancellation of awards or contracts may be permitted only to the extent that the bidder can show by clear and convincing evidence that a clerical mistake of non-judgmental character was made, or where the withdrawal or cancellation is in the best interest of the County.

County Obligations: The County has a standing policy to disqualify or withhold compensation to vendors, contractors and professional consultants if there are existing obligations to the County for any liens, ad valorem taxes, licenses or other financial remittances due to the County.

Award: If awarded, the award will be made to that responsive and responsible bidder or bidders whose bid is most advantageous to the County, price and other factors considered. The County specifically reserves the right to make an award to more than one bidder if the County determines that it is in the County's best interest to do so, and to reject any and all bids. The bidder or bidders to whom the award is made will be notified at the earliest possible date.

Project Schedule: The project shall begin 15 days after the notice to proceed and be complete according to the time schedule set forth in the contract. Any request for a time extension should be made when submitting the proposal.

Insurance Requirements: Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, with an endorsement naming the County as an additional insured, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

Payment: Payments will be made upon completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days receipt of invoice. Itemize all invoices in full. Be sure our order number is on your invoice.

Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. Certification will be furnished if requested.

Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

Regulatory Agencies: Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

Anti-Discrimination Clause: Bulloch County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or services provided.

Questions: All questions concerning this invitation should be directed to the buyer whose name appears on the bottom of this page unless otherwise directed.

Quality: Any brand names or trade names used in the specifications are for the purpose of describing and establishing general quality levels.

Bid Reservations: The County reserves the right to reject any or all Bids, to award in whole or in part and to waive minor immaterial defects in Bids. Negotiations may be necessary to complete the contract.

Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

Immigration: On July 1, 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work for Georgia's public employers in the amount of \$2,500 or more must sign an affidavit that he/she has used the E-verify System. This includes out-of-state contractors. E-verify is a no-cost federal employment verification system to insure employment eligibility. For more information on E-verify please go to <http://www.dhs.gov/e-verify>. An affidavit is enclosed in this solicitation. All Proposers are to read and complete the E-verify Contractor Affidavit enclosed to be returned with response. Failure to do so will result in your solicitation response being rejected as non-responsive.

If you use a third party administrator, do not enter their name in place of the Federal Work Authorization E-verify Company ID#; the administrator's name does not replace the actual number. You must contact your administrator for the number and the date of authorization (when the number became effective).

If you only include the third party administrators name and not the actual authorization number this will result in your solicitation response being rejected as non-responsive.

The bid must be submitted in a sealed envelope to the following address:

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

For technical questions concerning this bid contact Tony Morgan, Parks Division Manager, 912-489-9076 or tmorgan@bullochrec.com.

For procurement procedures concerning this bid contact Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net.

Scope

To beautify the 301 and I-16 intersection Bulloch County and the Georgia Department of Transportation has created a plan to landscape certain areas of the median on Georgia Highway 301.

- A. These specifications, including drawings (drawings are in a separate attachment) and plant materials lists, apply to those items necessary for and incidental to the execution and completion of planting as indicated herein.
- B. All labor, supervision, and equipment necessary for the execution of the work shall be provided for by the Contractor at no additional cost to the County.
- C. Reasonable care shall be exercised during excavation, planting, filling, grading, and cleanup, to protect from damage all existing trees, and other specified vegetation, and other site features, improvements, and utilities.

Materials

A complete list of plants, including a schedule of quantities, sizes, and other requirements is included. Plants will be picked from Statesboro-Bulloch County Recreation Mill Creek Regional Park, 1388 Hwy. 24 East, Statesboro, GA 30461 for installation.

Item #	Quantity	Description	Container Size
1	314	Ilex Vomitoria 'Nana'/ Dwarf Yaupon	3 Gal
2	287	Loropetalum Chinese 'Purple Pixie' Purple Pixie Loropetalum	3 Gal
3	214	Rosa x 'Coral Drift' Coral Drift Rose	3 Gal

Mulching material shall consist of 960 bales of long leaf pine straw (approx. 25,605 sq. ft.). Pine straw will be provided.

Water shall be provided by the contractor and be suitable for irrigation and free from ingredients harmful to plant life.

Traffic Safety

Bulloch County will provide "Road Work" signage in accordance with GDOT requirements. However, the contractor will be responsible for all other work zone safety. This shall include but not be limited to, strobe lights on vehicles within the work zone and safety vests for all workers on site.

These are minimum requirements. The work zone is a 55 MPH speed zone. It is the responsibility of the contractor to ensure the safety of their workers. For other questions or guidelines about traffic control, contact the Bulloch County Project Manager.

Transportation of Plant Material

During transportation of plant material from Mill Creek Regional Park, the Contractor shall exercise care to prevent injury of the plant material.

Excavation of Planting Areas

The contractor will mark with white paint and white flags all planting areas. The Contractor will notify Georgia Utility Protection Center (GA 811) to verify location of underground utilities before excavation begins. The Contractor shall be responsible for assuring that utility marking is complete before excavation begins. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

The Contractor shall excavate planting areas as shown on the drawings (drawings are in a separate attachment). Excavation may be done by shovel, backhoe, tractor or skid steer. The entire landscape bed should be rotary tilled at a minimum depth of six inches. If a soil auger is used for excavating holes for planting, glazing of the sides of the hole may happen. If glazing occurs then the edges will need to be broken up to ensure the surrounding soil is loose enough for roots to penetrate.

The Contractor shall notify the County, in writing, of soil conditions or other obstructions the Contractor considers detrimental to plant growth. Such conditions shall be described, as well as suggestions for correcting them. Proper water drainage must be assured.

Excavated planting holes that will be left open when work is not in progress or pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices.

Planting Operations

Plants shall not be thrown or bounced off a truck or loader to the ground.

For plants in plastic containers, the container shall be removed before planting. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface.

Planting holes shall be backfilled with topsoil that is similar to that in the geographical area of Bulloch County.

Planting areas shall be finish-graded to conform to drawings (drawings are in a separate attachment) after full settlement has occurred.

Planting areas shall have a 4-inch layer of long leaf pine straw after planting. Plants shall be thoroughly watered immediately after planting.

Grassing

Areas on the drawings (drawings are in a separate attachment) that reference sod will be installed with 419 Bermuda grass sod. The sod will be delivered on site when the contractor has the areas prepared. The sod must be installed and watered within 24 hours of being delivered to the site.

Preparing and laying sod

Preparations shall include remove existing grass, rotary tilling to a minimum depth of 3" – 4". After rotary tilling apply a complete fertilizer of 5-10-15 fertilizer at a rate of 7 lbs. / 1,000 sq. ft. and apply Milorganite at a rate 8 lbs. / 1,000 sq. ft. Rotary till areas again at a minimum depth of 2" – 4" to incorporate fertilizers. Level areas out by hand with use of rakes or equipment to ensure surface is smooth and without clumps. The installation of mini sod rolls must be perpendicular to the road in large areas and in the bottom of the ditches. Sod slabs may be used adjacent to the roadway where width is not appropriate for rolls. The use of sod staples to secure the sod to the slope will be necessary in some areas and in ditch swales. After sod is installed, roll the sod with a small roller to ensure good sod to soil contact.

Cleanup

Soil, plastic containers, binding and wrapping material, pine straw, sod pallets or other debris resulting from any planting shall be promptly cleaned up and removed. The work area shall always be kept safe and neat at all times until the cleanup operation is completed. Under no condition shall the accumulation of soil, branches, or other debris be allowed upon a public property in such a manner as to result in a public hazard.

Acceptance

Final Inspection and Acceptance

At the end of the guarantee period and upon written request of the Contractor, the County shall inspect all guaranteed work for final acceptance. The request shall be received at least 5 working days before the anticipated date for final inspection. Upon completion and reinspection of all repairs or renewals necessary in the judgment of the County at that time, the County shall certify, in writing, that the project has received final acceptance.

Bid Form

Total for installation of landscape beds: \$ _____

Guarantee Period and Replacement

The Contractor shall remove and replace, without cost, all plants not in a healthy and flourishing condition as determined by the County any time during the guarantee period of one year. Replacements shall be subject to all requirements stated in this specification. The Contractor shall be responsible for all maintenance of the plants during the guarantee period of one year.

Total for maintenance and upkeep for one year: \$ _____

Grand Total for Installation & Upkeep: \$ _____

GRAND TOTAL IN WORDS: _____

Company Name: _____

Company Address: _____

Signature of Representative: _____

Printed Name of Representative: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

**BULLOCH COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

NOTARY PUBLIC _____

**BULLOCH COUNTY, GEORGIA
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to October 14, 2020 @ 3:00pm, but may not be withdrawn after such date and time for a period of 60 days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid or bids which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

VENDOR:

Name	Title
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Name	Title
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AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this _____ day of _____ 20____.

NOTARY PUBLIC _____

CONTRACTOR E-VERIFY AFFIDAVIT

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 Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

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 Bulloch County, Georgia, 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 Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service. Call 1(888)464-4218 with questions.

EEV/Basic Pilot Program* E-verify Company ID#

Date of Authorization

Company Name

By: _____
Authorized Officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Name of Project

Bulloch County, Georgia

Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20__.

Notary Public
My Commission Expires:

* 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 (SSA).

Check List

The items listed below must be completed and returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- 1. Page 4 – Certificate of Liability Insurance
- 2. Page 10 – Exceptions to Specifications Sheet
- 3. Page 11 – Bid Form
- 4. Page 12 – Non-Collusion Affidavit
- 5. Page 13 – Bidder Declaration
- 6. Page 14 – Contractor E-verify Affidavit

BULLOCH COUNTY, GEORGIA
Short-Form Construction Contract - Example

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20__, by and between **BULLOCH COUNTY**, a political subdivision of the state of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners (hereinafter “the County”) and _____ (hereinafter “the Contractor”).

The County and the Contractor hereby agree as follows:

1. Scope of Work; Specifications. The Contractor shall furnish all labor, materials, and equipment and perform all of the work for the Project described as

(DESCRIBE PROJECT)

as set forth in this Agreement and in the scope of work, specifications, drawings, or other documents identified as:

- A.
- B.
- C.

The above-described documents are incorporated herein by reference and are as much a part of this Agreement as if fully set forth herein. Provided, however, that in the event of any conflict or ambiguity between the body of this Agreement and any above-described document, the body of this Agreement shall govern.

2. Time for Completion. The work shall commence **15** calendar days after the County’s issuance of a notice to proceed and shall be completed no later than **30** calendar days thereafter. Time is of the essence of this contract.

3. Contract Sum. The County shall pay the Contractor for the performance of the work in total the sum of \$_____.

4. Progress Payments. The County shall make monthly progress payments on account of the contract, less retainage of **0%**, based upon the Contractor’s submission to the County of an invoice detailing the work completed. The period covered by each invoice shall be one calendar month ending on the last day of the month, and payment shall be due within fifteen (15) days of the County’s receipt of the invoice; provided, however, that payments otherwise due may be

withheld by the County on account of, but not necessarily limited to, the following reasons: unsatisfactory job progress; defective construction which has not been remedied; disputed work; third-party claims filed or reasonable evidence that a claim will be filed; failure of the Contractor or its subcontractors to make timely payments for labor, equipment, and materials; damage caused by the Contractor to the County, other contractors, or subcontractors; or reasonable evidence that the contract cannot be completed for the unpaid balance of the Contract Sum.

5. Acceptance and Final Payment. Final payment shall be due thirty (30) days after completion of the work and acceptance by the County, subject to the County's right to withhold payment for the reasons stated in Section 4 of this Agreement.

6. Contract Documents. The contract includes this Agreement and any scope of work, specifications, drawings, or other documents incorporated herein by reference. This includes, but is not necessarily limited to, any documents attached to this Agreement as an exhibit. The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all. Any conflict or ambiguity between the body of this Agreement and any document incorporated herein by reference shall be governed by the body of this Agreement. The Contractor shall be responsible for verifying any and all measurements set forth in the Contract Documents before commencing any work hereunder.

7. Materials, Appliances and Employees. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades.

8. Permits, Licenses and Regulations. The Contractor shall secure and pay for all permits and licenses necessary for the prosecution of the work. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the County if the Contract Documents are at variance therewith.

9. Protection of Work, Property and Persons. The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

10. Access to Work. The Contractor shall permit and facilitate the observation of the work by the County and its agents and public authorities at all times.

11. Changes in the Work. The County may order changes in the work, the Contract Sum and time for completion being adjusted accordingly. All such orders and adjustments shall be in the form of a written change order to the contract executed by both the County and the

Contractor. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

12. Correction of Work. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract and final acceptance of the work by the County unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by Contractor to County. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

13. Liquidated Damages. The County and the Contractor agree that time is of the essence of this contract and that the County's damages will be difficult or impossible to estimate should the Contractor fail to complete the Project within the specified time. Therefore, should the Contractor fail to complete the Project within the specified time, the County and the Contractor agree that the Contractor shall pay to the County the sum of \$ 0 per day as liquidated damages, and not as a penalty, for each calendar day that the Project continues beyond the specified completion date. The County shall have the right to withhold any liquidated damages from amounts otherwise due the Contractor.

14. No Damages for Delay. In the event that the Contractor is delayed in the performance of the Project for any reason whatsoever, including but not limited to action or inaction of the County, another contractor or subcontractor, the Contractor shall not be entitled to any damages from the County for such delay, but the Contractor's sole remedy shall be an extension of time.

15. County's Right to Terminate Contract.

A. Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

B. Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

16. Insurance. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, with an endorsement naming the County as an additional insured, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

17. Builder's Risk Insurance. If required, as indicated below, either the County or the Contractor shall purchase and maintain, with a company authorized to do business in the state of Georgia, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the Project. The insurance shall include interests of the County, the Contractor, Subcontractors and Sub-subcontractors in the Project and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The County's purchase of builder's risk through the ACCG-IRMA interlocal risk pool shall satisfy any obligation the County may have under this Section. Builder's Risk Insurance shall be provided as follows:

- Not required
- Furnished by County
- Furnished by Contractor

18. Payment and Performance Bonds. If indicated below, the Contractor shall furnish to the County prior to the start of construction payment and performance bonds in an amount equal to one hundred percent (100%) of the Contract Sum from a surety licensed to do business in the state of Georgia.

A. Payment Bond: Required () Not Required (X)

B. Performance Bond: Required () Not Required (X)

19. Separate Contracts. The County has the right to let other contracts in connection with the Project and the Contractor shall properly cooperate with any such other contractors.

20. Attorney's Fees and Expenses. Should the Contractor default in any of the provisions of this Agreement, and should the County employ an attorney to enforce any provision hereof or to collect damages for breach of this Agreement or to recover on any payment or performance bond furnished by the Contractor, the Contractor and its surety agree to pay the County such reasonable attorney's fees and expenses of litigation as the County may expend herein.

21. Cleaning Up. The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the Project he shall remove from the premises all rubbish, implements and surplus materials and leave the Project premises broom-clean.

22. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

23. Prevailing Wages. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics in each trade or occupation to be employed in the performance of this Agreement shall not be less than such specified hourly minimum rate of wage in the performance of this Agreement as required by law.

24. Notices. Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party's facsimile confirmation sheet.

Notices to the COUNTY shall be sent to the following address:

Bulloch County Board of Commissioners
Attn: County Manager
115 N Main Street
Statesboro, GA 3045
Fax #: (912) 764-8634

With a copy to:

Jeff S. Akins, Esq.
County Attorney
115 N Main Street
Statesboro, GA 30458
Fax #: (912) 764-8634

Notices to the CONTRACTOR shall be sent to the following address:

25. No Waiver. No failure on the part of either party to this Agreement at any time to require performance by the other party of any term of this Agreement shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof.

26. Assignment. This Agreement may not be assigned by either party without the written consent of the other party, and any purported assignment without such written consent shall be null and void. In the event of a valid assignment, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

27. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

28. Legal Construction; Severability. This Agreement shall be governed by the laws of the state of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

29. Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by the mutual consent of the contracting parties in writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CONTRACTOR

BULLOCH COUNTY

By: _____

By: _____

County Manager

Title: _____

Attest: _____

Attest: _____

County Clerk

Title: _____