



**REQUEST FOR QUALIFICATIONS: BRANNEN POND ROAD DRAINAGE REPAIRS**  
**Bulloch County Board of Commissioners**  
**Engineering Department**

**ANNOUNCEMENT**

The Bulloch County Board of Commissioners is accepting Statement of Qualifications (SOQ) from qualified firms to provide professional design services as stated in this request. The deadline for receipt of all submissions is 3:00 PM, October 19, 2023. Prospective firms shall file all documents necessary to support its submittal, as prescribed. NO FAXES OR EMAILS ACCEPTED.

A Request for Qualifications package may be requested by emailing the Bulloch County Purchasing Manager, Faye Bragg, at [fbragg@bullochcounty.net](mailto:fbragg@bullochcounty.net) or by going to the County's website: <https://bullochcounty.net/procurement/>. It will be the sole responsibility of the firm to periodically check Bulloch County's website for any addenda associated with this RFQ. Failure to include a signed copy of any addenda issued for this project in the submitted SOQ will result in the submitted SOQ not being considered for this project.

Firms are responsible for the actual delivery of submittals during normal business hours to the Purchasing Manager, Bulloch County Board of Commissioners, North Main Annex, 115 North Main Street, Statesboro Georgia 30458. An ORIGINAL SUBMISSION along with four (4) copies and a digital copy on a thumb drive must be submitted in a sealed clearly marked envelope. No vendor's conference is scheduled.

Submission Identification: The outside of the sealed envelope shall include the wording: Brannen Pond Road Repair Professional Design Services SOQ; Due Date: October 19, 2023 @ 3:00pm; Attn: Purchasing Manager.

Upon completing an evaluation of submissions following the scoring guidelines described in the RFQ, the County Engineer and review committee will recommend selection of a consultant to the County Manager and the Board of Commissioners for approval at their next subsequent regular meeting.

Bulloch County is an equal opportunity procurer. The County does not discriminate against any vendor regardless of race, color, religion, age, sex, or national origin.

Bulloch County reserves the right to reject any and all submissions and to waive any technicalities or informalities associated with the solicitation, and to make the award that it deems is in the best interest of the County.

## TERMS AND CONDITIONS

Disqualification: Submissions may be disqualified for: a) receipt of the submission by the County past the stated deadline; b) any irregularities; c) failure to complete requested information correctly; or d) failure to comply with restrictions to firms. If in the opinion of the Bulloch County Board of Commissioners, the firm is not in a position to perform the contract, the statement may be disqualified. The County reserves the right to waive any minor informality or irregularities.

Restrictions to Firms: *No employee of Bulloch County shall have a financial interest either directly or indirectly in the purchase of or contract for any goods or services, nor in any firm, corporation, partnership, limited liability company, or any other legal entity furnishing any goods or services to Bulloch County or any of its departments. For the purposes of this provision, an indirect financial interest includes, but is not necessarily limited to, the financial interest of an employee's spouse.*

Contact: The contact person for this RFQ is Faye Bragg, Purchasing Manager. Explanation(s) desired by Firm(s) regarding the meaning or interpretation of this RFQ must be requested from the contact person, in writing via facsimile at (912) 764-8634 or e-mail (fbragg@bullochcounty.net), email is the preferred method of contact.

Firms are required to only contact the contact person stated above to clarify any part of this RFQ, **no elected or appointed official, or any other employee of the County shall be contacted regarding this RFQ without the express written consent of the County Manager.** Any unauthorized contact shall not be used as a basis for responding to this RFQ and will result in the rejection of the Firm's submittal. Questions must be received by October 12, 2023 @ 4:00 PM. Responses will be issued October 13, 2023 by 4:00 PM.

Firms who obtain this RFQ from Georgia Procurement Registry or Bulloch County/Procurement (<http://www.bullochcounty.net/procurement/>) or from other than the Purchasing Division are **advised to re-visit the above websites to obtain any addenda which may be issued prior to the RFQ closing date.** The County assumes no responsibility for Firms' failure to acknowledge any addenda issued.

Non-Discrimination: Bulloch County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Lawsuits/Bribery: Prospective firms shall disclose any record of pending lawsuits, criminal violations and/or convictions, etc., conflicts of interest, or contract defaults.

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

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

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

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

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.

Correction or withdrawal of submissions, cancellation of awards: Correction or withdrawal of submissions before or after opening, or cancellation of awards or contracts may be permitted only to the extent that the firm can show by clear and convincing evidence that a mistake of non-judgmental character was made, or where the award or cancellation is in the best interest of the County.

County Obligations: Bulloch County has a standing policy to disqualify or withhold compensation to vendors, contractors and design professionals from compensation or doing business with the county if there are existing obligations to Bulloch County for any liens, ad valorem taxes, licenses or other financial remittances due to the county.

Award: Award, if made, may be with the firm that is selected by the review committee based on scoring using the evaluation criteria set forth herein; however, the purchaser reserves the right to reject any and all submissions and to waive technicalities or informalities associated with the submission, and to make the award that it deems is in the best interest of the purchaser. The firm to whom the award is made will be notified at the earliest possible date. The purchaser reserves the right to reject any submission from a firm who has previously failed to perform properly, or to complete on time contracts of a similar nature.

Insurance: The selected firm shall provide proof of 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 \$1,000,000.00 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.

- D. Professional malpractice insurance (i.e., errors and omissions insurance) in an amount not less than \$1,000,000.00 per occurrence.

### **CONSULTANT PREQUALIFICATION**

The project design team shall be prequalified in Georgia Department of Transportation (GDOT) Area Class 3.01 Rural Roadway Design as well as GDOT Area Class 3.12 Hydraulic and Hydrological Studies (Roadway).

### **SCOPE OF SERVICES**

- I. Introduction
  - a. Executive Summary and Background Information: During Hurricane Idalia, Bulloch County received a large amount of rainfall which resulted in flooding in many areas of the county. One such area was Brannen Pond Road (see attached location map), which is a county-maintained paved road that connects US Hwy 80 East to Brooklet Denmark Road. Brannen Pond Road has a culvert crossing located approximately 650 feet west of Cleary Road, which was overwhelmed during Hurricane Idalia, and water overtopped the road. There is a pond dam approximately 680 feet upstream from Brannen Pond Road which has several culverts and an emergency overflow. The Brannen Pond Road culvert crossing consists of two runs of 60-inch polymer-coated metal pipe. The storm damage includes damage to the guardrail, as well as the washing away of the shoulder on the southern side of the roadway and undermining of the pavement. Just after the storm event, water was also observed draining from the embankment between the two runs of pipe. Brannen Pond Road is currently closed to traffic due to the damage, and the County desires to complete the repairs as soon as possible.
  - b. Project Oversight: The County will provide a Project Manager (County Engineer) to act as the County's representative and will be empowered to hire other specialty Design Professionals, as needed.
  - c. Project Deliverables: The design professional who is awarded this project shall provide drainage and roadway improvement plans for this location. The County desires to improve the drainage capacity of the culvert, as well as the stability of the roadway and shoulders so that it will be more resilient in future storm events, such as by installing concrete headwalls. It is anticipated that the county will seek reimbursement from FEMA for this work, so all applicable regulations for FEMA reimbursement shall be followed. Brannen Pond Road is currently closed to traffic due to the damage, and the County desires for the repairs to be completed as soon as possible. The County prefers that the work included in this solicitation be completed in 75 days or less from issuance of the Notice to Proceed. Time is of the essence.

- d. Design Standards: It shall be the Design Professional's responsibility to design, prepare, assemble, and coordinate the necessary bid and construction documents to complete the project. The completed design must comply with all applicable local, state, and federal laws and regulations. The county plans to apply for reimbursement from FEMA for this project, thus all applicable federal guidelines shall be followed. At a minimum, the latest editions and applicable addenda of the following standards shall be utilized for the project:
    - i. GDOT Standards, Details, and Specifications
    - ii. GDOT Drainage Design for Highways Manual
    - iii. Applicable American Association of State Highway and Transportation Officials Standards
    - iv. Manual on Uniform Traffic Control Devices
    - v. Americans with Disabilities Act Requirements
  
- II. Topographical Survey: Complete a survey of the right of way at the project site and any areas beyond that are deemed necessary for design, including all necessary data required to produce final design and estimate documents to be used for bidding and construction. Typical data to be included on the survey is the following:
  - a. Property lines and names of property owners within the project area
  - b. Utility locations and sizes, including invert and top elevations where necessary
  - c. Existing topography including one-foot contours and any necessary spot elevations
  - d. Existing roadway, shoulder, culvert, and drainage way in right of way.
  - e. Existing improvements such as buildings, drives, and utilities
  - f. Multiple control points
  - g. Any additional relevant data required by the design team
  
- III. Geotechnical Investigation: Acquire necessary information for design of culvert and roadway at repair location.
  
- IV. Environmental Permitting: Gather any additional required data and submit any required documentation as required by US Army Corps of Engineers or other agencies.
  
- V. Drainage Design: Design new culvert in accordance with GDOT Drainage Manual. The minimum design storm frequency for the culvert shall be the 50-year storm event, and the culvert should be able to convey the 100-year storm event without overtopping the roadway. The design shall ensure that no new flooding is created upstream or downstream by the new culvert.
  
- VI. Construction Plans: Prepare detailed final construction plans, stamped, signed and dated by a Professional Engineer registered in the State of Georgia, which adhere to the design standards listed in Section "I.d." above. The final design will include, but not be limited to, the following:
  - a. Cover Sheet
  - b. Existing Conditions and Demolition Plan
  - c. Drainage and Grading Plans, including proposed culvert, headwalls, and aprons

- d. Roadway Plans: Horizontal and vertical alignment of roadway including profiles and cross-sections, and earthwork cut/fill quantities
- e. Guardrail Plans
- f. Erosion Control Plan
- g. Construction Details/Standards
- h. Pavement and base specifications
- i. Striping and Signage Plans
- j. Bid Schedule and Bid Documents, including Specifications
- k. Engineer's Cost Estimate

VII. Construction Administration/Inspections: Attend bid opening, and preconstruction conference (if conducted). Answer requests for information from the County Engineer during design, bidding, and construction. Perform up to ten site inspections during construction. Assist Bulloch County staff in compiling contractors punch list prior to completion of project (this would be in addition to the ten site inspections).

Upon approval, the final design documents shall become the property of the Bulloch County Board of Commissioners.

#### **CLIENT SUPPORT DURING PROJECT IMPLEMENTATION**

Where required, the County may approve tasking beyond the initial scope of services to the Design Professional as an *additional service*. The County Engineer or designated representative(s) shall act as the official interface for purposes of administering this contract. No other person(s) other than this representative is authorized to direct the agency regarding the terms of this contract. However, pursuant to the County's policies, certain decisions will be referred to the County Manager or Board of Commissioners, where appropriate.

#### **RFQ SUBMISSION REQUIREMENTS**

The following content and order should be contained in your firm's submission. Please do not add any marketing material unless it is relevant to explaining your project approach. Non-extraneous illustrations and supplemental attachments and explanations are acceptable. Prose and style should be straightforward and not superfluous. Limit submissions to 12 pages or less, not counting the Immigration and Security Form and Area Class Summary Forms. *The following information shall be included:*

- I. Basic Company Information
  - a. Company name
  - b. Company headquarters address
  - c. Contact information for the company's point of contact for this solicitation
  - d. Company website, if available
  - e. Addresses for offices located in the State of Georgia
  - f. Staff – Number and disciplines of staff members employed in each office in Georgia

- g. Ownership – State of residency or incorporation, number of years in business, and form of ownership
- h. Immigration and Security Form (provided) for Prime

II. Experience and Qualifications

- a. Project Manager and Key Team Members
  - i. Education
  - ii. Registration
  - iii. Relevant project engineering experience
  - iv. Relevant project management experience for project manager
- b. Prime Consultant Experience – Provide information on prime consultant’s experience and ability in delivering effective services for projects of similar complexity, size, scope, and function. Describe no more than five (5) projects in order of most relevant to least relevant, which demonstrate the consultant’s capabilities to provide services. For each project, the following information should be provided:
  - i. Client name and contact information, project location, and dates during which services were performed.
  - ii. Description of project and services performed by your firm.
  - iii. Duration of project services provided by your firm and overall project budget.
  - iv. Experience using processes described in the scope and design standards
  - v. Involvement of key team members on the projects
- c. Area Class Summary Form and Notice of Professional Consultant Qualifications – Provide documentation for both prime consultant and any sub consultants.
- d. Resources/Workload Capacity – Provide information regarding the overall resources dedicated to delivering the project, including:
  - i. Organizational chart identifying the project manager, prime consultant, key team members, support personnel, and reporting structure.
  - ii. Primary Office – Identify and discuss primary office that will be responsible for handling the specific project, number and types of staff within the office, and how this office could benefit the project and promote efficiency.
  - iii. Additional Resource Areas and Ability (maximum one page) – Provide information regarding any additional resource areas identified as important to the project, discuss how key areas will integrate and work together on the project, and how the team can deliver the project on schedule given their workload capacity. Advantages of your team and abilities of team members which will enable the project to meet proposed schedule may be discussed.
  - iv. Project Manager and Key Team Members Commitment Table – Provide a list of all projects on which the proposed project manager and other key team members are currently committed to enable the County to ascertain availability of project manager and key team members.

- III. Phase II Evaluation: The three (3) to five (5) design professionals deemed by the review committee as most highly qualified will be contacted by the County to provide technical approach information.

## **SUBMISSION EVALUATION AND AWARD**

Upon submission of the requested information, the County's review committee will review and score the submissions using the criteria below. Phase I will score Experience and Qualifications as well as Resources and Workload Capacity. Firms that are selected for Phase II will provide Technical Approach and Past Performance information. Prior to the final selection, the County Engineer may require submittal of further documentation regarding the firms' capabilities and qualifications. The information will be presented in summary form and a recommendation will be made to the County Manager and the Bulloch County Board of Commissioners for a final selection and authorization to negotiate a contract.

### **Criteria for Evaluation of Submissions**

#### Phase I

*30% Factor:* Experience and Qualifications of Project Manager, Key Team Members, and Prime Consultant

*20% Factor:* Resources and Workload Capacity of Project Manager, Key Team Members, and Prime Consultant

#### Phase II

*40% Factor:* Technical Approach

*15% Factor:* Past Performance

## **TIME IS OF THE ESSENCE**

Time is of the essence for this project. Brannen Pond Road is currently closed to traffic. The County desires to re-open Brannen Pond Road to traffic as soon as possible and desires the design work included in this solicitation to be completed in 75 days or less from issuance of the Notice to Proceed for the work.





Sept. 2023

- Legend**
- Roads
  - Highways
  - Culvert crossings

## BRANNEN POND ROAD

Hurricane Idalia Road Damage Area

**DESCRIPTION**  
 2 runs of 60" polymer-coated steel pipe under Brannen Pond Rd



**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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 engaged in the physical performance of services on behalf of Bulloch County, Georgia 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization E-verify Company ID#

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Contractor

**Brannen Pond Road Design FY-24-CP-E03**

Name of Project

**Bulloch County, Georgia**

Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ 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 \_\_\_\_\_, 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).

**ATTACHMENT: EXAMPLE CONTRACT FORMAT**

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**PROFESSIONAL SERVICES AGREEMENT FOR:  
(NAME OF SERVICES)**

This Agreement is 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 CONSULTANT").

WITNESSETH: That in consideration of the mutual covenants, obligations, and promises herein contained, the parties do mutually agree as follows:

1. **Engagement:** The COUNTY, acting pursuant to its vested authority, does hereby hire the CONSULTANT to perform, and the CONSULTANT agrees to perform, professional services as set forth in Exhibit "A" attached hereto and incorporated herein as a part of this Agreement.
2. **Items to be Furnished by the COUNTY:** Assist the CONSULTANT by providing at his disposal all studies, reports, sketches, maps, and other documents in possession of or accessible to the COUNTY required to ensure successful project completion.
3. **Time for Performance.** Work under this Agreement shall commence upon the giving of written notice to proceed by the COUNTY to the CONSULTANT. CONSULTANT shall perform all services and provide all work product required pursuant to this Agreement within one-hundred eighty (180) calendar days from the date written notice is given to proceed, unless an extension of such time is granted in writing by the COUNTY.
4. **Payment.** The CONSULTANT shall be paid by the COUNTY for completed work and for services rendered under this Agreement as follows:
  - a. Payment for the work provided by CONSULTANT shall be made as provided in Exhibit "A" attached hereto, provided that the total amount of payment to CONSULTANT shall not exceed \$ \_\_\_\_\_ (hereinafter the "CONTRACT PRICE") without express written modification of this Agreement signed by the COUNTY.
  - b. The CONSULTANT may submit vouchers to the COUNTY once per month during the progress of the work for partial payment for project completed to date, up to 95% of the CONTRACT PRICE. The COUNTY will check such

vouchers, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

- c. Final payment of any balance due the CONSULTANT of the CONTRACT PRICE earned will be made promptly upon its ascertainment and verification by the COUNTY after the completion of the work under this Agreement and its acceptance by the COUNTY.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.
5. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the CONSULTANT in connection with the services rendered under this Agreement shall be the property of the COUNTY whether the project for which they are made is executed or not. The CONSULTANT shall be permitted to retain copies, including reproducible copies of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors.
6. Indemnification. The CONSULTANT 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 CONSULTANT will survive the expiration or termination of this Agreement.
7. Insurance: The selected firm shall provide proof of 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 \$1,000,000.00 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.
  - d. Professional malpractice insurance (i.e., errors and omissions insurance) in an amount not less than \$1,000,000.00 per occurrence.
8. Independent Contractor. The CONSULTANT and the COUNTY agree that the CONSULTANT is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to

create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded COUNTY employees by virtue of the services provided under this Agreement. The COUNTY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

9. Covenant Against Contingent Fees. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement 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.
10. Discrimination Prohibited. The CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
11. Assignment. The CONSULTANT shall not sublet or assign any of the services covered by this Agreement without the express written consent of the COUNTY.
12. Non-Waiver. The failure of the COUNTY to require performance by the CONSULTANT of any term or condition of this Agreement shall not be construed or held to be a waiver of such term or condition. The COUNTY'S waiver of any term or condition of this Agreement shall not be construed or held to be a waiver of any other term or condition of this Agreement.
13. Termination. The COUNTY or CONSULTANT may terminate this Agreement by giving thirty (30) days' written notice to the other party. The COUNTY shall pay in full for all work previously authorized and performed prior to notice of termination. In the event of termination, the CONSULTANT agrees to cooperate reasonably with any other consultant thereafter retained by the COUNTY in making available information developed as the result of work previously performed by the CONSULTANT.
14. 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**

c/o County Manager  
115 North Main Street  
Statesboro, GA 30458  
(912) 764-6245 Phone  
(912) 764-8634 Fax

With a copy to:

Jeff S. Akins, Esq.  
County Attorney  
115 N Main Street  
Statesboro, GA 30458  
(912) 764-6245 Phone  
(912) 764-8634 Fax

Notices to CONSULTANT shall be sent to the following address:

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

15. Legal Construction; Severability. This Agreement shall be governed by the laws of the state of Georgia. If 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.
16. Entire Agreement. 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 hereby nullified and superseded by this Agreement, and neither party shall have any further rights or obligations under such superseded agreements.
17. Amendment or Modification. This Agreement may be amended or modified only by the mutual written consent of the parties hereto. Such mutual written consent shall reference this Agreement, shall clearly state the amendments or modifications thereto, and shall be signed by an authorized officer or agent of the respective parties. Any purported amendment or modification of this Agreement

that is not in writing or executed in accordance with this provision shall not be binding on either party and shall be deemed null and void.

18. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, officers, agents or employees are legally entitled.
19. Time of the Essence. Time is of the essence of this Agreement.
20. Title VI Non-discrimination Agreement. During the performance of this contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
  - a. Compliance with Regulations: The consultant shall comply with the Regulations relative to non-discrimination in federally assisted programs of the United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  - b. Non-discrimination: The consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - c. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the consultant for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
  - d. Information and Reports: The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a consultant is in exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Non-compliance: In the event of the consultant's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
  - i. Withholding of payments to the consultant under the contract until the consultant complies, and/or.
  - ii. Cancellation, termination, or suspension of the contract, in whole or in part
  
- f. Incorporation of Provisions: The consultant shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request GDOT enter into such litigation to protect the interests of the state and, in addition, the consultant may request the USDOT enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BULLOCH COUNTY

(CONSULTANT)

By: \_\_\_\_\_  
Thomas M. Couch, County Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name and Title

Attest: \_\_\_\_\_  
Venus Mincey-White, Clerk

Attest: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name and Title

Attachments: EXHIBIT A

**EXHIBIT A – SCOPE OF SERVICES**