



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

**INVITATION FOR BID
BULLOCH COUNTY PARKS AND RECREATION HVAC RENOVATION**

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

Material or Service: Parks and Recreation HVAC renovation consists of replacing six (6) HVAC units as shown below:

Mill Creek Regional Park 1388 Hwy. 24 East, Statesboro, GA 30461

- Maintenance Department – 3.5 ton unit
- 4 Field Press Box – 6 ton unit
- Tennis Center – Two (2) 3 ton units

Brooklet Community Center, 416 N Cromley St., Brooklet GA 30415

- One (1) 5 ton unit and one (1) 1 ton unit

Mandatory Pre-Bid: There will be a **mandatory pre-bid meeting** on March 10, 2021 at 10:00 AM, starting at Mill Creek Park Tennis Courts located at 1388 Hwy. 24 East, Statesboro, GA 30461. All vendors wishing to submit a bid must attend this pre-bid meeting. If the contractor or a representative of the contractor does not attend this meeting any submission for this project will be rejected.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, March 23, 2021. Late bids will not be considered. 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 one (1) copy along with 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 Buildings and Facilities Manager

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BULLOCH COUNTY GOVERNMENTAL BUILDINGS**

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 retrieved from 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: Parks & Rec HVAC Renovation; Bid Opening: March 23, 2021 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

Check List: There is a checklist on **page 26** 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: This solicitation is for a Public Works Construction Project, the County's local vendor pricing preference which allows for such a vendor to match the lowest price bid if within 5% *shall not be applicable*.

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. Time is of the

essence.

TERMS AND CONDITIONS

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

Fob Destination Point: Bid prices shall include shipping to individual work site as listed above. Title to remain with vendor until fully accepted by County. Goods damaged or not meeting specifications will be rejected.

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.

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.

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

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

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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 be defined in the notice to proceed and be complete according to the time schedule set forth in the contract.

License: All bidders must be licensed contractors as required by the State of Georgia

Insurance Requirements: The Contractor must submit with bidding documents, a Certificate of Liability Insurance indicating required insurance coverages. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of contract. 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, Commercial general liability insurance, **with an endorsement naming the County and its officials, officers, and employees as additional insureds**, 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.

Bonds: Not required.

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 of receipt of invoice. Itemize all invoices in full. Be sure our order number is on your invoice.

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, gender, religion, national origin, or handicap in employment or services provided.

Commodity Status: It is understood and agreed that materials delivered shall be new, of latest

design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Bulloch County.

Delivery: Delivery shall be made to each individual work site as stated above.

Product Compliance: Bidders must submit with their bid, the printed specifications on the HVAC units they propose to furnish.

Questions: All questions concerning this invitation shall be directed to the Purchasing Manager in writing (email is preferable). Questions not asked at the mandatory pre-bid meeting will be directed to the Purchasing Manager no later than March 11, 2021 by 4:00 PM. Answers to questions will be addressed no later than March 12, 2021 by 4:00 PM.

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.

Contract Termination: 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.

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

The specifications on the following pages are for Heat Pump and Air Conditioners 5 Tons and below as well as Heat Pump and Air Conditioners over 5 Tons up to 20 Tons. Please read carefully.

**Bulloch County Parks and Recreation
HVAC Renovation Specifications**

**SPLIT SYSTEM HEAT PUMPS AND AIR CONDITIONERS
FIVE (5) TONS AND BELOW**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.2 SUMMARY

- A. This Section includes split system heat pump units (5-tons and below) and related components.

1.3 SUBMITTALS

- A. Product Data: Include manufacturer's technical data for each model indicated, including rated capacities of selected model clearly indicated; dimensions; required clearances; shipping, installed, and operating weights; furnished specialties; accessories; and installation and startup instructions.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loadings, required clearances, method of field assembly, components, and location and size of each field connection.
 - 1. Wiring Diagrams: Detail wiring for power, signal, and control systems and differentiate between manufacturer-installed and field-installed wiring.
 - 2. Refrigerant piping schematics showing sizes and accessories.
- C. Commissioning Reports: Indicate results of startup and testing commissioning requirements. Submit copies of checklists.
- D. Maintenance Data: For equipment to include in the maintenance manuals.
- E. Warranties: Special warranties specified in this Section.

1.4 QUALITY ASSURANCE

- A. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Code for Mechanical Refrigeration."
- B. Seasonal Energy Efficiency Ratio: Equal to or greater than prescribed by ASHRAE 90.1.
 - 1. Provide alternate pricing for nominal 16 SEER equipment.
- C. Coefficient of Performance: Equal to or greater than prescribed by ASHRAE 90.1.

D. Listing and Labeling: Provide electrically operated components specified in this Section that are listed and labeled.

1. The Terms "Listed" and "Labeled": As defined in the National Electrical Code, Article 100.

E. Comply with NFPA 70.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver indoor and outdoor units as factory-assembled units with protective crating and covering.

B. Coordinate delivery of units in sufficient time to allow movement into building and/or storage as directed by the Owner.

C. Handle units to comply with manufacturer's written rigging and installation instructions for unloading and moving to final location.

1.6 COORDINATION

A. Coordinate installation of concrete pads and equipment supports

1.7 WARRANTY

A. General Warranty: All parts and labor for a period of two (2) years after date of material completion.

B. Special Warranty: A written warranty, executed by the manufacturer and signed by the Contractor, agreeing to replace components that fail in materials or workmanship, within the specified warranty period, provided manufacturer's written instructions for installation, operation, and maintenance have been followed.

1. Warranty Period, Compressors: Manufacturers standard, but not less than 10 years after date of Material Completion.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.

1. Filters: Three sets of filters for each unit.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the

following:

1. Ducted Split Systems:
 - a. Carrier Corp.; Carrier Air Conditioning Div.
 - b. Johnson Controls
 - c. Daikin.
 - d. Trane Company (The); North American Commercial Group.

2.2 DUCTED SPLIT SYSTEM HEAT PUMP AND AIR CONDITIONERS

- A. Unit shall be of size, type and capacity as indicated on the Drawings.
- B. Outdoor units shall be constructed of heavy gauge galvanized steel cabinet with weather resistant baked enamel finish. The unit shall contain hermetic compressor with high-and-low pressure protection, crankcase heater and compressor overload protection. Refrigerant circuit shall include vapor and liquid line back-seating type service valves with gauge ports, filter and factory furnished holding charge of R-410a. Compressors shall have a 10-year warranty. The outdoor coils shall be constructed of aluminum fins mechanically bonded to copper or aluminum tube. The outdoor coil shall have expansion valve refrigerant control during heating operation, and automatic temperature/pressure actuated defrost control system. Condenser fans shall be direct drive, vertical discharge type. Controls shall be factory wired and readily accessible. Compressors shall have 24 volt control transformer and magnetic contactor.
 1. When the unit listed in the Equipment Schedule or the unit that is the "Basis of Design" has multiple compressors, "equal" equipment with a single unloading compressor will not be acceptable.
 2. Tandem compressors (two compressors driven by a single motor) will not be acceptable.
 3. Provide condenser coil guard. Guard shall have unit manufacturer's approval for installation on unit. Factory installed guards may be used if, in the opinion of the Engineer, it is equivalent to shop fabricated guard described above.
 4. Provide the following accessories:
 - a. 5-Minute Anti-Recycle Timer
 - b. Hard Start Kit for Single Phase Units
 - c. Crankcase Heater (Where recommended by equipment manufacturer.)
 - d. Defrost Thermostat for Indoor Coil
 - e. Room controller as specified below.
 - f. Condenser Coil Guard
 - g. Low Ambient Controls
 - h. Outdoor air thermostat to prevent resistance heat from energizing above 45°F (adj.)
- C. Indoor units shall be constructed of heavy gauge steel with baked enamel finish and shall be internally lined with faced fiberglass or elastomeric insulation. Air handler shall be provided with a low voltage terminal board and fan motor relay. Blower shall be direct driven. Direct drive motors shall have a minimum of three speeds. EC motors are

acceptable. Evaporator coil shall have expansion device, check valve and defrost thermostat accessory. Indoor unit shall be complete with filter rack and 1-inch thick (min.) disposable filter(s). Filter(s) shall be furnished with frames. Unframed hogshair filter(s) are not acceptable.

- D. Auxiliary electric heaters shall be of size and capacity and furnished with stages indicated to match existing unit. Heater shall be designed specifically for the indoor unit and shall meet all requirements of the National Electric Code and Underwriters Laboratories and shall be so stamped.
- E. Indoor unit shall be mounted as indicated by the Owner. Controls shall include a stand-alone electronic thermostat as described below. Cooling and heating capacities and electrical characteristics shall be as indicated by the Owner. Supplemental electric resistance heat shall be provided where indicated.
- F. Provide disconnect devices for units as required by NEC.

2.3 REFRIGERANT PIPE SIZE

- A. Final pipe sizes shall be selected by the manufacturer and shall be included in the submittal data. Accessories (larger crankcase heaters, liquid line solenoid valve, oversize suction accumulators, wind baffles, etc.) required or recommended by the equipment manufacturer shall be provided at no additional cost. Existing piping may be reused where it meets manufacturer requirements and is acceptable to the Owner.

2.4 EMERGENCY DRAIN PAN

- A. Provide 22 gauge galvanized emergency drain pan under all air handling units having water or drain connections. Drain pan shall extend 6" beyond unit on all sides, shall have 2" high hemmed sides. All seams and joints shall be soldered liquid tight. Exception: Emergency drain pans are not required for slab-on-grade equipment.
- B. Furnish float switch in the emergency drain pan which de-energize the associated HVAC system when moisture is present.

2.5 UNIT CONTROLS

- A. Thermostats:
 - 1. HVAC unit thermostats shall be manufacturer's standard electronic 7-day programmable model having a Off-Em.Ht.-Heat-Auto-Cool System switch (heat pump units) or Off-Heat-Auto-Cool System switch (natural gas heated units), and an Auto-On Fan switch. Provide multi-stage heating and cooling thermostat where controlled unit has multi-stage capability. Outdoor thermostat shall prevent strip heat from being energized above 45 degrees F.
 - a. System switching positions shall control thermostat operation as follows:
 - 1) OFF - heating and cooling systems are off. If the fan switch is at

- the AUTO position, the cooling fan is also off.
- 2) HEAT - heating system is controlled by the thermostat. Cooling system is off.
- 3) AUTO - thermostat automatically switches between heat and cool modes, depending upon the indoor temperature.
- 4) COOL - thermostat controls the cooling system. Heating system if off.
- 5) EM.HT. (Heat Pump Units Only) - emergency heat relay is energized on call for heat. Cooling system is off. Compressor is de-energized.

b. Fan switching positions shall control fan operation as follows:

- 1) ON - fan operates continuously.
- 2) AUTO - fan operates as controlled by the thermostat in heat pump systems for conventional cooling mode; fan shall operate as controlled by plenum switch in conventional heating mode.

c. Furnish unit with the following features:

- 1) Override function.
- 2) Proportional plus integral control.
- 3) Automatic changeover.
- 4) Keypad lockout.

2.6 INSTALLATION AND CONNECTIONS

A. Refrigerant Piping:

- 1. Provide rigid or soft copper piping as directed by Owner. All piping shall be type ACR.
- 2. Insulate all suction lines with $\frac{3}{4}$ " flexible elastomeric cellular insulation. Coat exterior insulation as recommended by manufacturer.
- 3. Perform all pressure testing and vacuum processes as required by ASHRAE 15.
- 4. Furnish moisture/liquid indicator and filter-dryer. Install per manufacturer's requirements.

B. Condensate drainage piping:

- 1. Install Schedule 40 PVC condensate drainage piping with solvent-weld fittings.
- 2. Trap condensate drain near unit connection per manufacturer's requirements.
- 3. Route condensate drainage piping to appropriate floor drain.

C. Ductwork:

- 1. Construct any required ductwork to SMACNA Standards. Provide flexible connections at unit.
- 2. Insulate with 2" fiberglass insulation matching existing. Seal vapor barrier with tape or Mastic.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine installation locations for compliance with requirements for conditions affecting installation and performance of units. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install units according to manufacturer's written instructions.
- B. Furnish float switch for unit shutdown interlock.

3.3 CONNECTIONS

- A. Drawings indicate the general arrangement of piping, fittings, and specialties. The following are specific connection requirements:
 - 1. Install piping to allow service and maintenance.
 - 2. Insulate refrigerant suction line.
- B. Furnish flexible duct connections at all unit connections.
- C. Electrical: Conform to applicable requirements of NEC.
- D. Ground equipment.
 - 1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 COMMISSIONING

- A. Verify that installation is as indicated and specified.
- B. Complete manufacturer's installation and startup checks and perform the following:
 - 1. Level unit on support structure.
 - 2. Inspect for visible damage to unit casing.
 - 3. Inspect for visible damage to compressor, air-cooled condenser coil, and fans.
 - 4. Verify that clearances have been provided for servicing.
 - 5. Check that labels are clearly visible.
 - 6. Verify that controls are connected and operable.
 - 7. Remove shipping bolts, blocks, and tie-down straps.
 - 8. Verify that filters are installed.
 - 9. Adjust vibration isolators.
 - 10. Check acoustic insulation.

- C. Lubricate bearings on fan.
- D. Check fan-wheel rotation for correct direction without vibration and binding.
- E. Adjust fan belts to proper alignment and tension.
- F. Start unit according to manufacturer's written instructions.
 - 1. Complete startup sheets and attach copy with Contractor's startup report.
 - 2. Perform opposite season startup verification when weather permits.
- G. Check and record performance of interlocks and protection devices; verify sequences.
- H. Operate unit for an initial period as recommended or required by manufacturer.
- I. Calibrate controls. Interface controllers with network and configure for proper operation.
- J. Check internal isolators.
- K. Check controls for correct sequencing of heating, refrigeration, and normal and emergency shutdown.
- L. Simulate maximum cooling demand and check the following:
 - 1. Compressor refrigerant suction and hot-gas pressures.
 - 2. Short circuiting air through condenser or from condenser to outside-air intake.
- M. After starting and performance testing, change filters, vacuum heat exchanger and cooling and condenser coils, lubricate bearings and adjust belt tension.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel as specified below:
 - 1. Train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance.
 - 2. Review data in the maintenance manuals.
 - 3. Schedule training with Owner with at least 7 days' advance notice.
 - 4. Provide letter from factory service representative stating that equipment is installed and operating as per manufacturer's recommendations.

END OF SECTION

**SPLIT SYSTEM HEAT PUMPS AND AIR CONDITIONERS
GREATER THAN 5-TONS, UP THROUGH 20-TONS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.2 SUMMARY

- A. This Section includes split system heat pump units (above 5-tons, up through 20-tons) and related components.

1.3 SUBMITTALS

- A. **Product Data:** Include manufacturer's technical data for each model indicated, including rated capacities of selected model clearly indicated; dimensions; required clearances; installation and startup instructions.
- B. **Shop Drawings:** Detail equipment assemblies and indicate dimensions, weights, loadings, required clearances, method of field assembly, components, and location and size of each field connection.
 - 1. **Wiring Diagrams:** Detail wiring for power, signal, and control systems and differentiate between manufacturer-installed and field-installed wiring.
 - 2. **Refrigerant piping schematics** showing sizes and accessories.
- C. **Commissioning Reports:** Indicate results of startup and testing commissioning requirements. Submit copies of checklists.
- D. **Maintenance Data:** For equipment to include in the maintenance manuals.
- E. **Warranties:** Special warranties specified in this Section.

1.4 QUALITY ASSURANCE

- A. **Fabricate and label** refrigeration system to comply with ASHRAE 15, "Safety Code for Refrigeration."
- B. **Energy Efficiency Ratio:** Equal to or greater than prescribed by ASHRAE 90.1.
- C. **Coefficient of Performance:** Equal to or greater than prescribed by ASHRAE 90.1.
- D. **Listing and Labeling:** Provide electrically operated components specified in this Section that are listed and labeled.
 - 1. **The Terms "Listed" and "Labeled":** As defined in the National Electrical Code,

Article 100.

- E. Comply with NFPA 70.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver indoor and outdoor units as factory-assembled units with protective crating and covering.
- B. Coordinate delivery of units in sufficient time to allow movement into building and/or storage as directed by the Owner.
- C. Handle units to comply with manufacturer's written rigging and installation instructions for unloading and moving to final location.

1.6 COORDINATION

- A. Coordinate installation of concrete pads and equipment supports

1.7 WARRANTY

- A. General Warranty: All parts and labor for a period of two (2) years after date of material completion.
- B. Special Warranty: A written warranty, executed by the manufacturer and signed by the Contractor, agreeing to replace components that fail in materials or workmanship, within the specified warranty period, provided manufacturer's written instructions for installation, operation, and maintenance have been followed.
 - 1. Warranty Period, Compressors: Manufacturers standard, but not less than 10 years after date of Material Completion.

1.8 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
 - 1. Filters: Three sets of filters for each unit.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Ducted Split Systems:
 - a. Carrier Corp.; Carrier Air Conditioning Div.

- b. Johnson Controls
- c. Daikin
- d. Trane Company (The); North American Commercial Group.

2.2 DUCTED SPLIT SYSTEM HEAT PUMP AND AIR CONDITIONERS

- A. Unit shall be of size, type and capacity as indicated on the Drawings.
- B. Outdoor units shall be constructed of heavy gauge galvanized steel cabinet with weather resistant baked enamel finish. The unit shall contain hermetic compressor with high-and-low pressure protection, crankcase heater and compressor overload protection. Refrigerant circuit shall include vapor and liquid line back-seating type service valves with gauge ports, filter and factory furnished holding charge of R-410a. Compressors shall have a 10-year warranty. The outdoor coils shall be constructed of aluminum fins mechanically bonded to copper or aluminum tube. The outdoor coil shall have expansion valve refrigerant control during heating operation, and automatic temperature/pressure actuated defrost control system. Condenser fans shall be direct drive, vertical discharge type. Controls shall be factory wired and readily accessible. Compressors shall have 24 volt control transformer and magnetic contactor.
 - 1. When the unit listed in the Equipment Schedule or the unit that is the "Basis of Design" has multiple compressors, "equal" equipment with a single unloading compressor will not be acceptable.
 - 2. Tandem compressors (two compressors driven by a single motor) will not be acceptable.
 - 3. Provide condenser coil guard. Guard shall have unit manufacturer's approval for installation on unit. Factory installed guards may be used if, in the opinion of the Engineer, it is equivalent to shop fabricated guard described above.
 - 4. Provide the following accessories:
 - a. 5-Minute Anti-Recycle Timer
 - b. Hard Start Kit for Single Phase Units
 - c. Crankcase Heater (Where recommended by equipment manufacturer.)
 - d. Defrost Thermostat for Indoor Coil
 - e. Room Controller as specified below.
 - f. Condenser Coil Guard
 - g. Low Ambient Controls
 - h. Outdoor air thermostat to prevent resistance heat from energizing above 45°F (adj.)
- C. Indoor units shall be constructed of heavy gauge steel with baked enamel finish and shall be internally lined with faced fiberglass or elastomeric insulation. Air handler shall be provided with a low voltage terminal board and fan motor relay. Blower shall be belt or direct driven. Belt driven fan shall have a variable pitch drive pulley. EC motors are acceptable. Direct drive motors shall have a minimum of three speeds. Evaporator coil shall have expansion device, check valve and defrost thermostat accessory. Indoor unit shall be complete with filter rack and 1-inch thick (min.) disposable filter(s). Filter(s) shall be furnished with frames. Unframed hogshair filter(s) are not acceptable.

- D. Auxiliary electric heaters shall be of size and capacity and furnished with stages indicated on the drawings. Heater shall be designed specifically for the indoor unit and shall meet all requirements of the National Electric Code and Underwriters Laboratories and shall be so stamped.
- E. Indoor unit shall be mounted as indicated by the Owner. Controls shall include a stand-alone electronic thermostat as described below. Cooling and heating capacities and electrical characteristics shall be as shown on the Drawings. Supplemental electric resistance heat shall be provided where indicated.
- F. Provide disconnect devices for units as required by NEC.

2.3 REFRIGERANT PIPE SIZE

- A. Final pipe sizes shall be selected by the manufacturer and shall be included in the submittal data. Accessories (larger crankcase heaters, liquid line solenoid valve, oversize suction accumulators, wind baffles, etc.) required or recommended by the equipment manufacturer shall be provided at no additional cost. Existing piping may be reused where it meets manufacturer requirements and is acceptable to the Owner.

2.4 EMERGENCY DRAIN PAN

- A. Provide 22 gauge galvanized emergency drain pan under all air handling units having water or drain connections. Drain pan shall extend 6" beyond unit on all sides, shall have 2" high hemmed sides. All seams and joints shall be soldered liquid tight. Exception: Emergency drain pans are not required for slab-on-grade equipment.
- B. Furnish float switch in the emergency drain pan which de-energize the associated HVAC system when moisture is present.

2.5 UNIT CONTROLS

- A. Thermostats:

- 1. HVAC unit thermostats shall be manufacturer's standard electronic 7-day programmable model having a Off-Em.Ht.-Heat-Auto-Cool System switch (heat pump units) or Off-Heat-Auto-Cool System switch (natural gas heated units), and an Auto-On Fan switch. Provide multi-stage heating and cooling thermostat where controlled unit has multi-stage capability. Outdoor thermostat shall prevent strip heat from being energized above 45 degrees F.

- a. System switching positions shall control thermostat operation as follows:

- 1) OFF - heating and cooling systems are off. If the fan switch is at the AUTO position, the cooling fan is also off.
- 2) HEAT - heating system is controlled by the thermostat. Cooling system is off.
- 3) AUTO - thermostat automatically switches between heat and cool modes, depending upon the indoor temperature.

- 4) COOL - thermostat controls the cooling system. Heating system if off.
 - 5) EM.HT. (Heat Pump Units Only) - emergency heat relay is energized on call for heat. Cooling system is off. Compressor is de-energized.
- b. Fan switching positions shall control fan operation as follows:
- 1) ON - fan operates continuously.
 - 2) AUTO - fan operates as controlled by the thermostat in heat pump systems for conventional cooling mode; fan shall operate as controlled by plenum switch in conventional heating mode.
- d. Furnish unit with the following features:
- 5) Override function.
 - 6) Proportional plus integral control.
 - 7) Automatic changeover.
 - 8) Keypad lockout.

2.6 INSTALLATION AND CONNECTIONS

A. Refrigerant Piping:

1. Provide rigid or soft copper piping as directed by Owner. All piping shall be type ACR.
2. Insulate all suction lines with ¾" flexible elastomeric cellular insulation. Coat exterior insulation as recommended by manufacturer.
3. Perform all pressure testing and vacuum processes as required by ASHRAE 15.
4. Furnish moisture/liquid indicator and filter-dryer. Install per manufacturer's requirements.

B. Condensate drainage piping:

1. Install Schedule 40 PVC condensate drainage piping with solvent-weld fittings.
2. Trap condensate drain near unit connection per manufacturer's requirements.
3. Route condensate drainage piping to appropriate floor drain.

C. Ductwork:

1. Construct any required ductwork to SMACNA Standards. Provide flexible connections at unit.
2. Insulate with 2" fiberglass insulation matching existing. Seal vapor barrier with tape or Mastic.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine installation locations for compliance with requirements for conditions affecting installation and performance of units. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install units according to manufacturer's written instructions.
- B. Furnish float switch for unit shutdown interlock.

3.3 CONNECTIONS

- A. Drawings indicate the general arrangement of piping, fittings, and specialties. The following are specific connection requirements:
 - 1. Install piping to allow service and maintenance.
 - 2. Insulate refrigerant suction line.
- B. Duct installation requirements are specified in other Division 23 Sections. Drawings indicate the general arrangement of ducts. Furnish flexible duct connections at all unit connections.
- C. Electrical: Conform to applicable requirements of NEC.
- D. Ground equipment.
 - 1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 COMMISSIONING

- A. Verify that installation is as indicated and specified.
- B. Complete manufacturer's installation and startup checks and perform the following:
 - 1. Level unit on support structure.
 - 2. Inspect for visible damage to unit casing.
 - 3. Inspect for visible damage to compressor, air-cooled condenser coil, and fans.
 - 4. Verify that clearances have been provided for servicing.
 - 5. Check that labels are clearly visible.
 - 6. Verify that controls are connected and operable.
 - 7. Remove shipping bolts, blocks, and tie-down straps.
 - 8. Verify that filters are installed.
 - 9. Adjust vibration isolators.

- 10. Check acoustic insulation.
- C. Lubricate bearings on fan.
- D. Check fan-wheel rotation for correct direction without vibration and binding.
- E. Adjust fan belts to proper alignment and tension.
- F. Start unit according to manufacturer's written instructions.
 - 1. Complete startup sheets and attach copy with Contractor's startup report.
 - 2. Perform opposite season startup verification when weather permits.
- G. Check and record performance of interlocks and protection devices; verify sequences.
- H. Operate unit for an initial period as recommended or required by manufacturer.
- I. Calibrate controls. Interface controllers with network and configure for proper operation.
- J. Check internal isolators.
- K. Check controls for correct sequencing of heating, refrigeration, and normal and emergency shutdown.
- L. Simulate maximum cooling demand and check the following:
 - 1. Compressor refrigerant suction and hot-gas pressures.
 - 2. Short circuiting air through condenser or from condenser to outside-air intake.
- N. After starting and performance testing, change filters, vacuum heat exchanger and cooling and condenser coils, lubricate bearings and adjust belt tension.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel as specified below:
 - 1. Train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance.
 - 2. Review data in the maintenance manuals.
 - 3. Schedule training with Owner with at least 7 days' advance notice.
 - 4. Provide letter from factory service representative stating that equipment is installed and operating as per manufacturer's recommendations.

END OF SECTION

BID FORM

BULLOCH COUNTY PARKS AND RECREATION HVAC RENOVATION

1. Bid Price for Brooklet Community Center: \$ _____
Bid Price for Mill Creek Maintenance Department: \$ _____
Bid Price for Mill Creek 4 Field Press Box \$ _____
Bid Price for Mill Creek Tennis Center \$ _____
Grand Total for Complete Job: \$ _____

GRAND TOTAL IN WORDS: _____

2. Does your bid comply with our specifications? (If answer is no, use exceptions to specifications form.)

_____ Yes _____ No

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 **March 23, 2021 @ 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

Name

Title

AFFIX CORPORATE SEAL (if applicable)

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

NOTARY PUBLIC _____

**NOTICE OF SOLICITATION: INVITATION TO BID #FY21-CB-GB02
BULLOCH COUNTY GOVERNMENTAL BUILDINGS**

CONTRACTOR E-VERIFY AFFIDAVIT AND AGREEMENT

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 about e-verify.

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 7 – Required Submittals
- 3. Page 14 – Required Submittals
- 4. Page 21 – Exceptions to Specifications Sheet
- 4. Page 22 – Bid Form
- 5. Page 23 – Non-Collusion Affidavit
- 6. Page 24 – Bidder Declaration
- 7. Page 25 – Contractor E-verify Affidavit

BULLOCH COUNTY, GEORGIA
Short-Form Construction Contract

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

The scope of work for this project consists of replacement of Six (6) HVAC for the Parks and Recreation Department. Specific elements of the project scope are described in the following documents.

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

- A. Invitation to Bid
- B. Bid Form

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 no later than 10 calendar days of the County’s issuance of a notice to proceed and shall be completed no later than 7 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, Commercial general liability insurance, **with an endorsement naming the County and its officials, officers, and employees as additional insureds**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

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.

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: _____