



**REQUEST FOR PROPOSALS: MOORE ROAD, LEE ROAD, AND J A HART  
ROAD ROADWAY DESIGN FY23-CP-E02  
Bulloch County Board of Commissioners  
Engineering Department**

**ANNOUNCEMENT**

The Bulloch County Board of Commissioners is accepting sealed proposals from qualified firms to provide professional design services as stated in this request. The deadline for receipt of all submissions is 3:00 PM, Tuesday, November 1, 2022, where they will be recorded as received. Prospective firms shall file all documents necessary to support its submittal, as prescribed. **NO FAXES OR EMAILS ACCEPTED.**

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all firms known to have received a copy of the RFP. Potential proposers shall acknowledge the receipt of all amendments, addenda, and changes issued in connection with this RFP by submitting a signed copy of any documentation issued in the sealed response. Failure to do so will result in the submitted proposal not being considered for this project. It will be the sole responsibility of the any firm wishing to respond to this RFP to periodically check Bulloch County's website (<https://bullochcounty.net/procurement>) for any revisions issued.

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 PROPOSAL** along with **FIVE (5)** copies 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: Bulloch County Dirt Road Paving FY 23 Professional Design Services Proposal; Due Date: November 1, 2022 @ 3:00pm; Attn: Purchasing Manager.

Sealed proposals that are timely received will be opened at the time and place designated above so as to avoid disclosure of contents to competing offerors during the process of negotiations. Price components will not be made available until after the award of the contract.

Upon completing an evaluation of proposals following the scoring guidelines described in the RFP, the County Engineer and review committee will recommend selection of a proposal to the Board of Commissioners for final 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.

Project inquiries may be directed to the individuals below.

Project Manager: Brad Deal, PE, County Engineer  
bdeal@bullochcounty.net

Procurement Process: Faye Bragg, Purchasing Manager  
fbragg@bullochcounty.net

Award, if made, will be made to the lowest responsive and responsible firm whose proposal meets the requirements and criteria set forth herein; provided, however, that Bulloch County reserves the right to reject any and all proposals and to waive any technicalities or informalities associated with the proposal, 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 proposal by the County past the stated deadline; b) any irregularities; or c) failure to complete requested information correctly. 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.

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 proposals 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 proposals, cancellation of awards: Correction or withdrawal of proposals 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 proposal 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 of a firm who has previously failed to perform properly, or to complete on time contracts of a similar nature.

Contract: The successful firm will be required to execute a contract in the form attached as an example hereto as an Attachment. The project schedule shall be defined in the notice to proceed and be complete according to the time schedule set forth in the contract. Time is of the essence.

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 and its officials, officers, and employees as additional insureds, 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.

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.

## **EXECUTIVE SUMMARY AND PROJECT DESCRIPTION**

Moore Road is a county-maintained dirt road that connects US Hwy 25 to Pleasant Hill Road. The County received a petition from citizens to pave the segment of Moore Road from Rocky Ford Road to approximately 0.5 miles west of Old Portal Road, a distance of approximately 1.6 miles (see location map). No existing right of way has been acquired for the project.

Lee Road is a county-maintained dirt road that connects Arcola Road to Old Hwy 46. The County received a petition from citizens to pave the segment of Lee Road from Arcola Road to Mike Usher Road, a distance of 0.73 miles (see location map).

J A Hart Road is a county-maintained dirt road off Zetwell Road. The County received a petition from citizens to pave the entire length of the road, which is approximately 0.56 miles long. The County has already acquired right of way for the project, as shown on a plat drawn by Nevil Land Surveying dated July 17, 2014 (see attachment).

The construction will consist of clearing and grubbing, the installation of storm drainage features, regrading of the roadbed and roadside ditches, the installation of base and pavement, and roadway signage and striping on all roads.

The design professional who is awarded this project shall provide as deliverables right of way plans, a right of way plat that is recorded at the Clerk of Court's Office after approval by the County (J A Hart Road has an existing right of way and will not require a right of way plat unless additional right of way or permanent easements are required by the design), a final design, quantity breakdown, and cost estimate to be utilized for construction bidding, in accordance with county policies and GDOT construction specifications.

Upon Design Professional selection the final scope may be modified based on the information submitted, or other mitigating factors. 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.

## **GENERAL SCOPE OF SERVICES**

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, including, but not necessarily limited to the following:

At a minimum, the latest editions and applicable addenda of the following standards shall be utilized for the project:

- Georgia Department of Transportation Standards, Details, and Specifications
- Applicable American Association of State Highway and Transportation Officials Standards
- Manual on Uniform Traffic Control Devices
- Americans with Disabilities Act Requirements

## **SPECIFIC SCOPE OF SERVICES**

The engineering design services for each road shall include, but is not limited to the following:

1. Complete a topographical survey of the proposed road right of way and any areas beyond that are deemed necessary for design, including all necessary data required to produce right of way plans as well as final design and estimate documents to be used for bidding and construction. Typical data to be included on the survey, but not limited to, is the following:
  - Property lines and names of property owners within the project area
  - Utility locations and sizes, including invert and top elevations where necessary
  - Existing topography including one-foot contours and any necessary spot elevations, particularly in areas where cut or fill material for road construction will be required, for estimation purposes
  - Existing roadway and ditch location
  - Existing features such as buildings, drives, and utilities
  - Multiple control points
  - Pins for new property corners after right-of-way and easements are acquired shall be installed following construction.
2. Wetland Delineation: Determine if any wetlands are present within project limits in accordance with the Corps of Engineers Wetlands Delineation Manual. Wetlands present within the project area will be delineated on site, surveyed, and platted. A Jurisdictional Determination Request will be prepared and submitted to the United States Army Corps of Engineers (USACE) to obtain written verification of the jurisdictional limits. Coordinate with USACE after submission of the jurisdictional request and meet with USACE on site, if requested, to provide justification for wetland determinations. Wetlands impact permitting, if necessary, will be negotiated as an additional task order.

3. Preliminary Roadway Plans shall be prepared for the County's use in negotiating right of way acquisitions as well as utility relocations. The preliminary plans shall include the following:
  - Cover Sheet
  - Existing Conditions Plan
  - Proposed horizontal and vertical alignment plans for roadway
  - Proposed horizontal and vertical alignment plans for driveways connecting to roadway.
  - Property Acquisition Plan including the anticipated rights of way, temporary construction easements, and drainage easements.
  - Preliminary drainage design, so that any needed drainage easements may be identified prior to right of way plat being prepared.
  - Provide layout information to utility companies to facilitate utilities relocation.
4. Right of Way Plats: One right of way plat shall be prepared for each road, stamped, signed, and dated by a professional land surveyor registered in the State of Georgia, showing all of the required parcels with property owner name and parcel number, as well as any required temporary construction easements, and drainage easements. Multiple sheets may be used for each plat if needed. Pins for new property corners will be set following construction. For J A Hart Road, which has an existing 60-foot right of way, a right of way plat will not be required unless the design requires additional right of way or permanent easements.
5. Following right of way acquisition (performed by County Staff). Prepare detailed final construction plans, stamped, signed, and dated by a Professional Engineer registered in the State of Georgia, which adhere to the policies listed in General Scope of Services. The final design will include, but not be limited to, the following:
  - Cover Sheet
  - Right of Way Plans, including any required construction easements.
  - Existing Conditions and Demolition Plan
  - Horizontal and vertical alignment of proposed roadway and driveways (revised as necessary following right of way acquisitions) including profiles and cross-sections, and earthwork cut/fill quantities
  - Storm drainage plans: Drainage structures shall be designed to pass a 24-hour, 25-year storm event unless otherwise approved by the County Engineer
  - Roadway Cross-Sections on 100-foot intervals
  - Erosion Control Plan
  - Construction Details/Standards
  - Pavement specifications (County minimum standard is 6 inches GAB, 2 inches asphalt, but may be modified based on site conditions)
  - Striping and Signage Plans
  - Bid Schedule
  - Engineer's Cost Estimate
6. Hydrology Report: A brief report that provides important information concerning drainage conditions on the project and design information on the sizing of cross

drains and any other key drainage features in the project. Drainage system shall be designed to convey 24-hour, 25-year storm event unless otherwise approved by County Engineer.

7. Construction Administration/Inspections: Attend bid opening, and preconstruction conference (if conducted). Attend one public information open house meeting (organized and hosted by the County) for each road. 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**

Bulloch County will be responsible for right of way negotiations and acquisitions. It is anticipated that the County will initiate right of way acquisitions after the design consultant prepares the preliminary plans and right of way plat. Upon completion of the right of way acquisitions, the County will notify the design consultant of any changes and provide notification to proceed with final plans preparation.

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.

## **PROPOSAL SUBMISSION REQUIREMENTS**

The following content and order should be contained in your firm's proposal. 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. *Please include the following information.*

Abstract: Maximum ten-page abstract that includes:

- Description of firm's specific abilities and expertise related to this type of project.
- Statement showing the interest in and understanding of the project; indicate any concerns regarding permitting, scheduling, site, etc.
- Description of the likely approach to the project. Your approach may or may not differ from the proposed scope but should be relevant to the spirit or intent of the project. It could be a reflection of a similar project approach you have used before.

- Roles and responsibilities of project personnel and any sub-Design Professionals.
- Statement on how client communications will be handled.
- Statement referencing techniques or methods of quality control the firm will apply to the management of the project.
- Statement disclosing any pending legal or ethical charges against the firm.
- Description of the current workload for personnel dedicated to this project and how this project will be incorporated into their schedule.
- Project Schedule: Using or modifying the proposed scope of work, provide a project schedule for each road and explain the sequence of tasks your firm will take to complete this project and accomplish the deliverables. The schedule will assume that a Notice to Proceed will be issued approximately January 3, 2023. Bulloch County will be responsible for right of way acquisition. For schedule estimation purposes, it can be assumed that the right of way acquisition will take six months. The proposed schedule should be realistic, while showing the firm's intent to make progress on the projects in a timely manner. Failure to adhere to the proposed schedule will be considered in the County's future solicitations for similar projects. If factors beyond the firm's control contribute to delays in the design work, these factors should be documented in writing to the County Engineer during the project.
- References: Provide at least three client references for relevant projects (name, address, telephone number, email, etc.).
- Mandatory Procurement Forms: These are required for submission in addition to the RFP. Except for signatories, seals and stamps, other information required submission forms may be filled out either electronically except for signatures, notaries, or free hand. However, free hand entries, both on originals and copies, must be legible. The forms below must be signed and must be notarized. The signatories acknowledge the terms and conditions.
  - Contractor Affidavit (page 16)
  - Non-Collusion Affidavit (page 17)
  - Bidder Declaration (page 18)
  - Cost proposal Form (page 19)

## **SUBMISSION EVALUATION AND AWARD**

Upon submission of the requested information, the County Engineer will review and score the submissions with an evaluation committee, using the criteria below. 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 Bulloch County Board of Commissioners for a final selection and authorization to award a contract.



## **Criteria for Evaluation of Proposals**

*20% Factor:* Proposed Schedule: The proposed schedule should be realistic, while showing the firm's intent to make progress on the projects in a timely manner. Failure to adhere to the proposed schedule will be considered in the County's future solicitations for similar projects. If factors beyond the firm's control contribute to delays in the work, these factors should be documented in writing to the County Engineer.

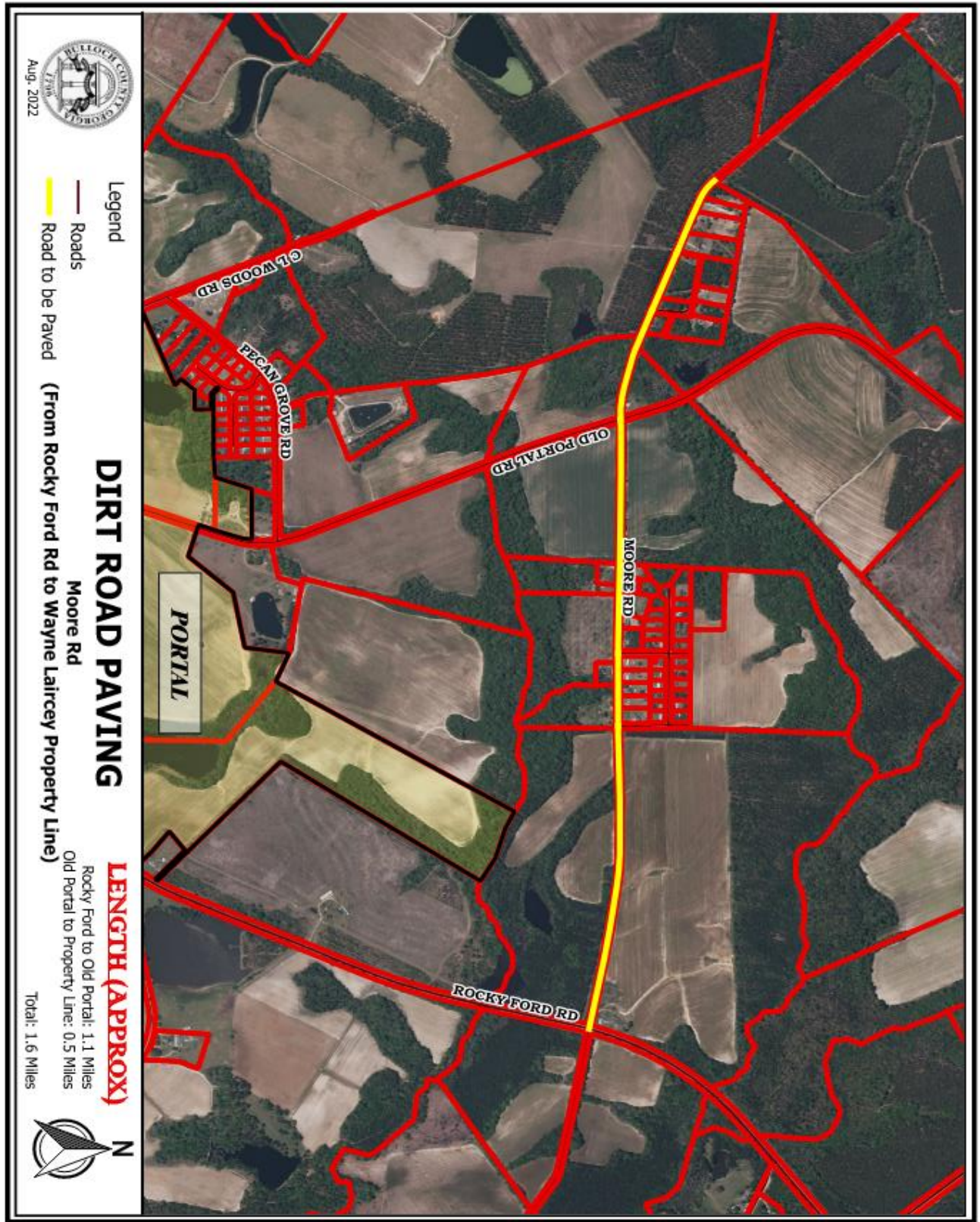
*35% Factor:* Firm's relevant project experience and qualifications, including the demonstrated ability of the Firm in design of projects comparable in complexity and size, and experience of staff assigned to the project by the firm.

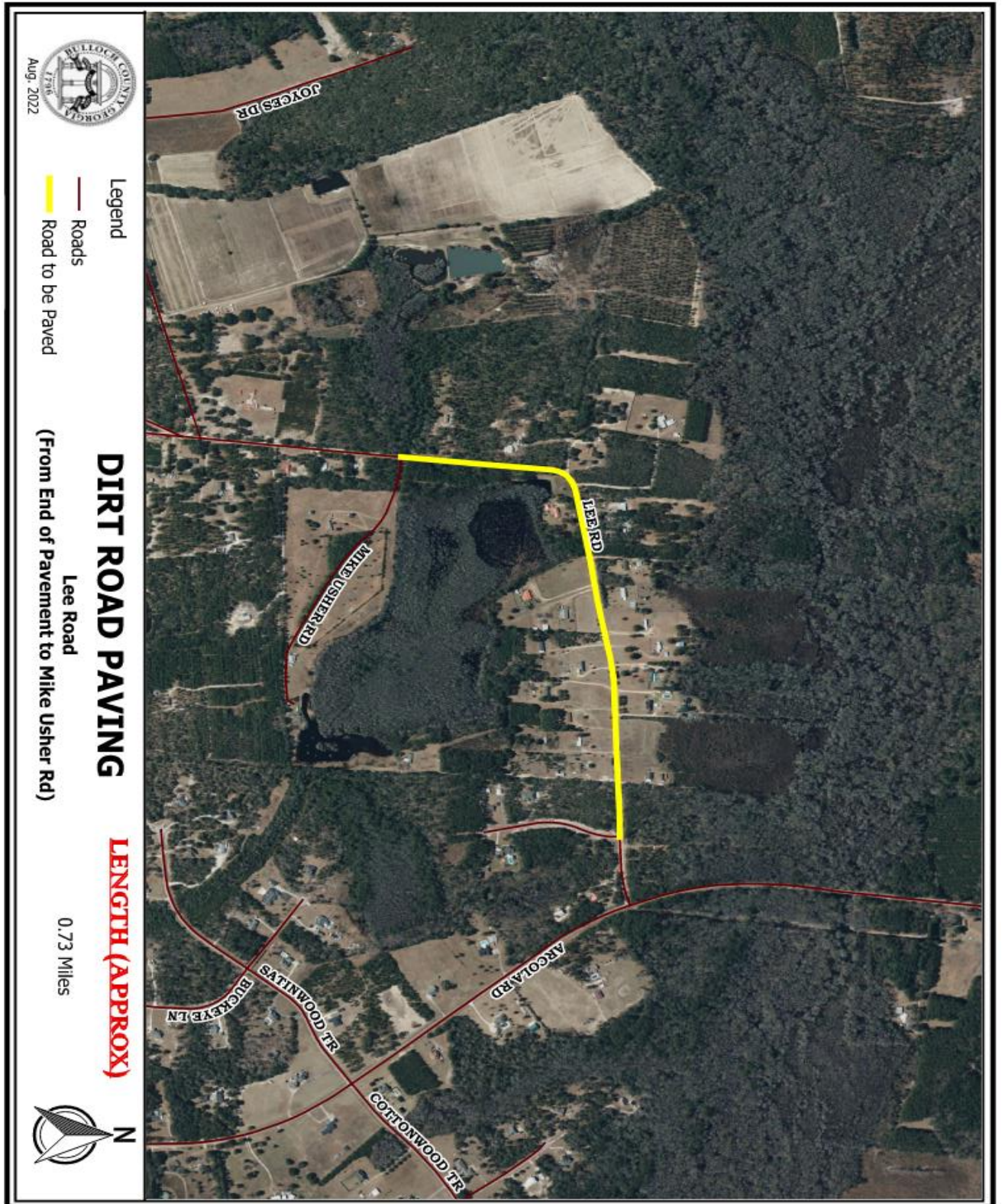
*30% Factor:* Firm's suitability to provide services for this project, including the Firm's apparent fit to the project type, any unique qualifications for the project, as well as current and projected workloads. Additional factors for a Firm's suitability will include the firm's office location/proximity to the project site.

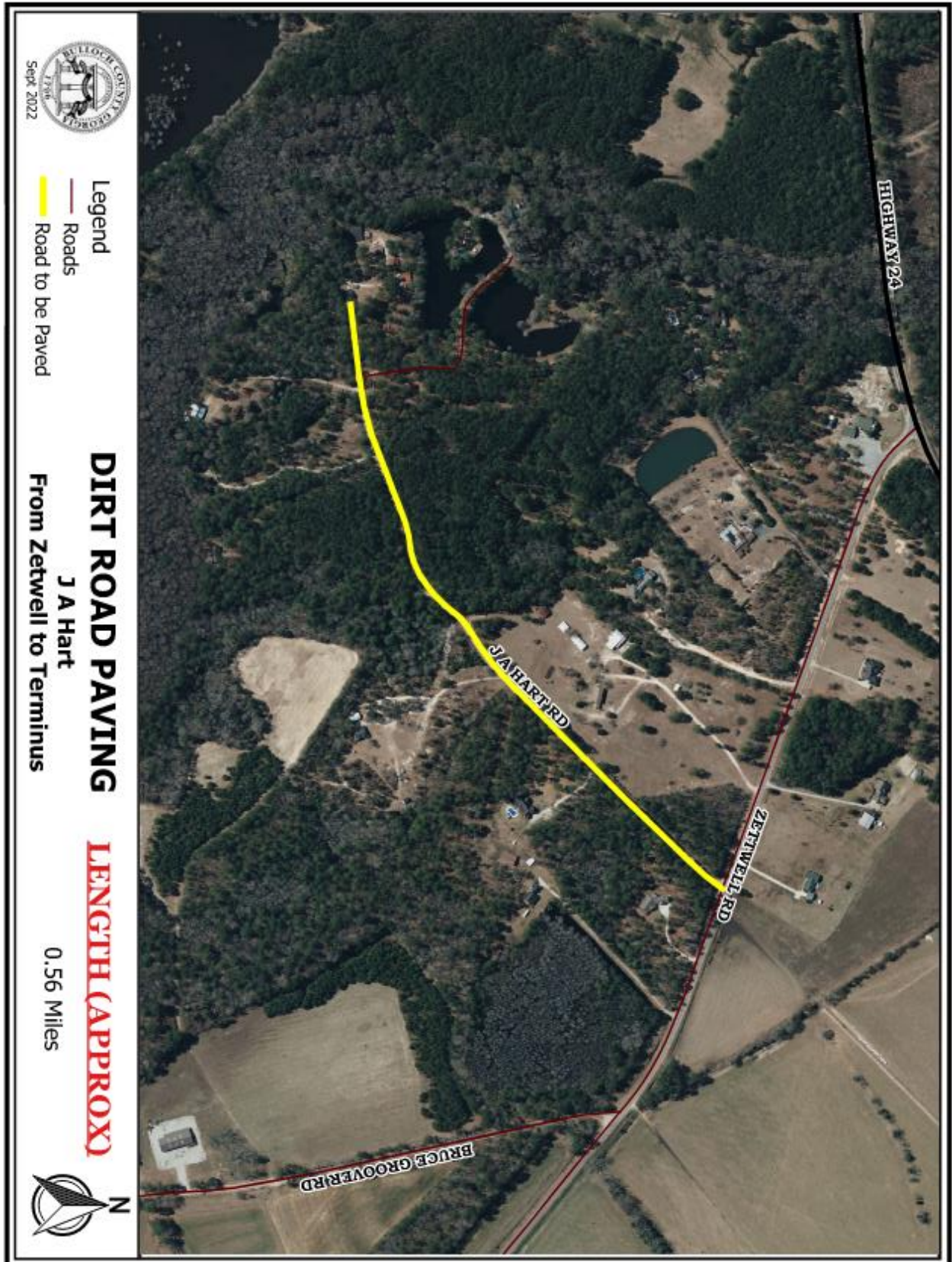
*15% Factor* Fee Proposal

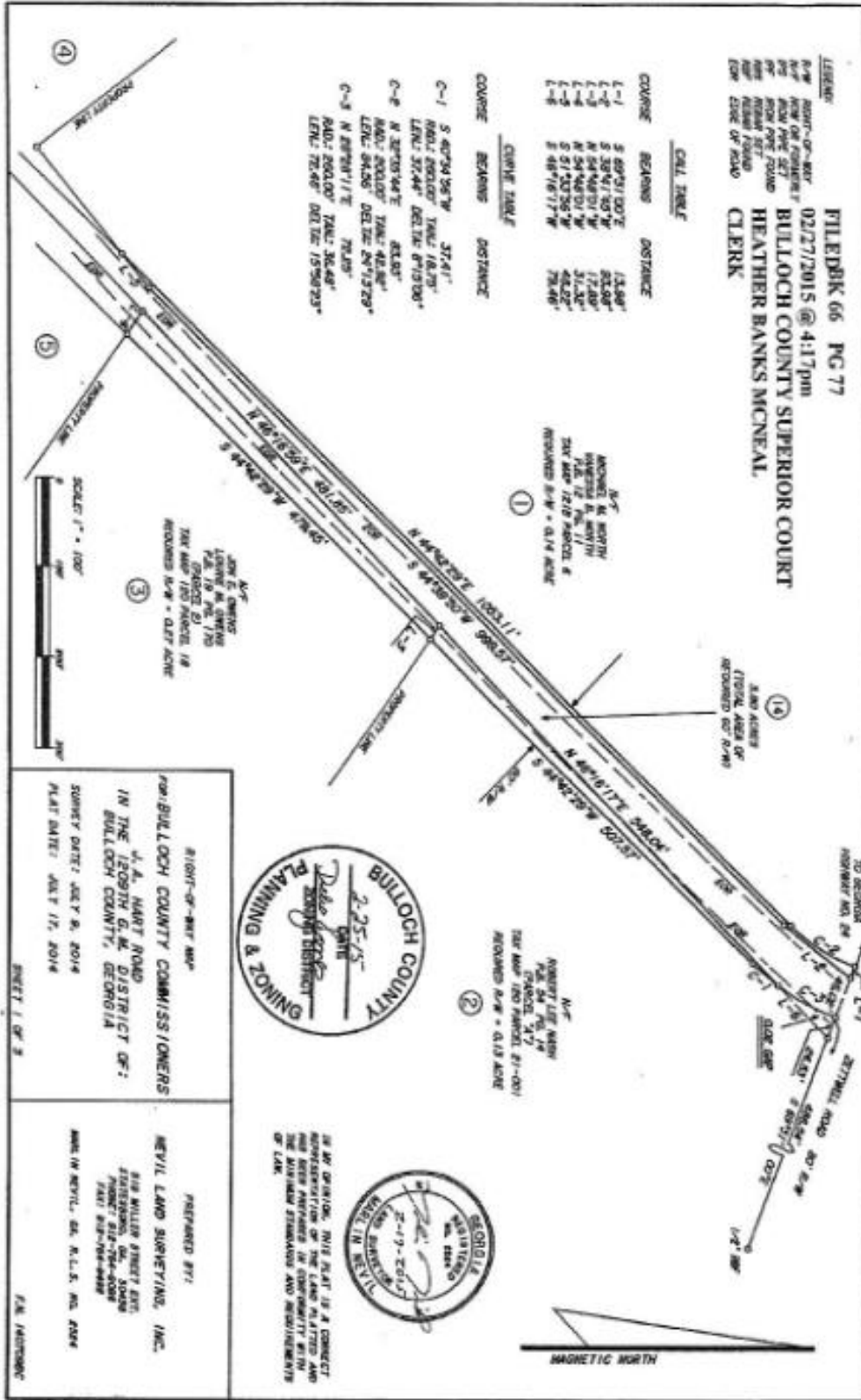
### **TIME IS OF THE ESSENCE**

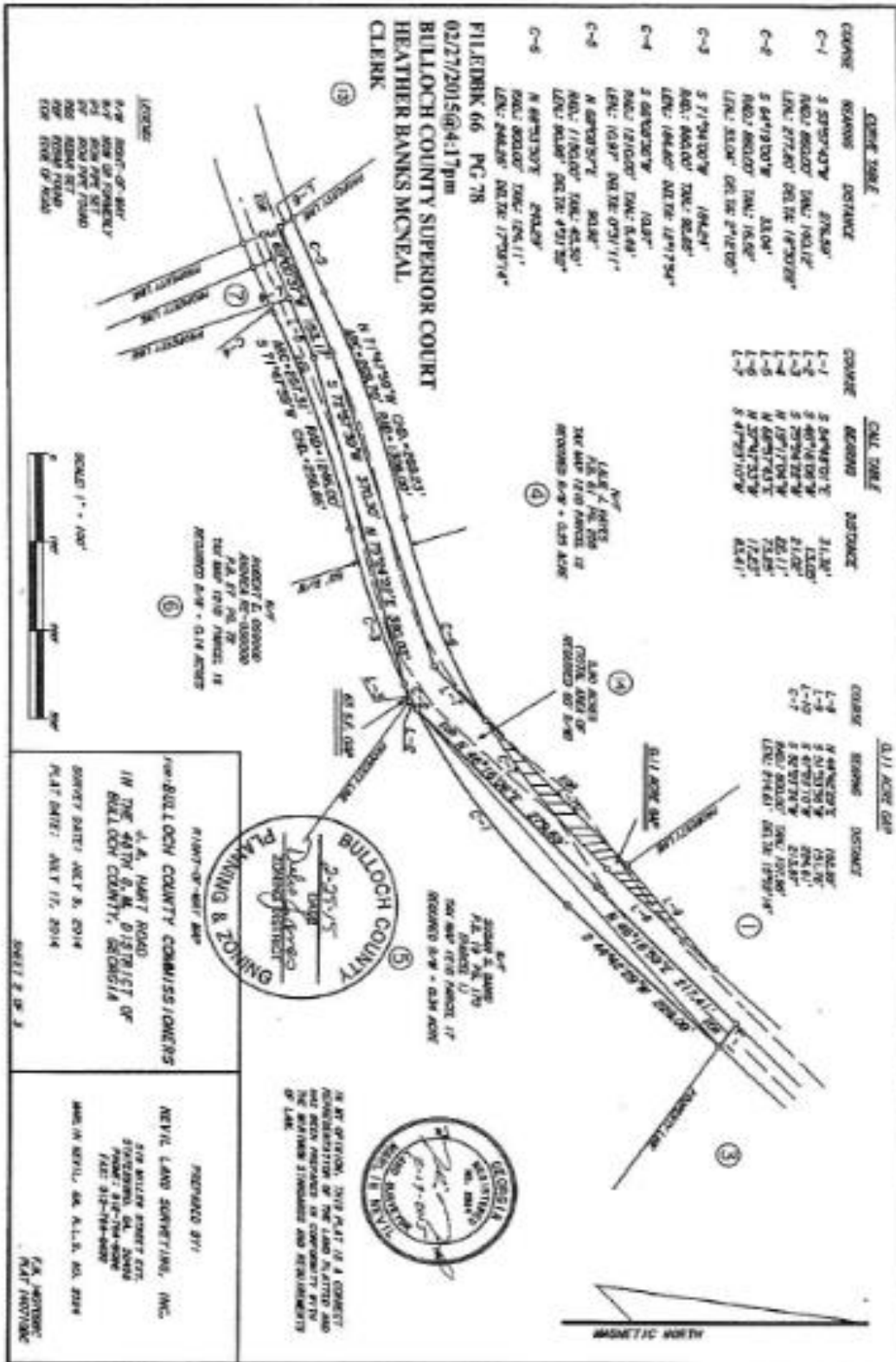
Time is of the essence on this project. A firm's failure to adhere to the proposed schedule will be considered in the County's future solicitations for similar projects. If factors beyond the firm's control contribute to delays in the work, these factors should be documented in writing to the County Engineer during the course of the project.













**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

**Moore Road, Lee Road, and J A Hart Road Design FY23-CP-E02**

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).



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

The following affidavit is to accompany the submission:

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 firm to submit the attached information and that neither he/she nor the firm has directly or indirectly violated any of the provisions of Section 36-91-21(d) of the Official Code of Georgia Annotated. In making such representation, affiant further states for himself/herself and on behalf of firm, that they have not been a party to any collusion among firms in restraint of competition by agreement to submit a proposal at a fixed price or to refrain from submitting; 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 firms 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 proposal for:

FIRM NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

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 proposal shall be valid for **60** days.

That this proposal may be withdrawn by requesting such withdrawal in writing at any time prior to **Tuesday, November 1, 2022 @ 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 proposals and to accept that proposal which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the proposal process.

That by submission of this proposal 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.

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this proposal.

Bidder:

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Name: Signature/Print Title

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Name: Signature/Print Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

**PROPOSAL FORM**

**TO:** Bulloch County Board of Commissioners  
Attn: Purchasing Manager  
115 North Main Street  
Statesboro, Georgia 30458

Description	Cost
Lee Road	
Moore Road	
J A Hart Road	
<b>Total Cost</b>	

Company Name

Federal ID Number (only used if awarded contract)

Street Address

City, State, Zip Code

Telephone

Contact E-mail Address

Printed Name and Title of Authorized Company Official

Signature of Authorized Company Official

**NOTARY PUBLIC AND SEAL**  
Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_ 20\_\_.

My Commission Expires:

**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 seven hundred thirty (730) 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. 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.

8. 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.
9. 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.
10. Assignment. The CONSULTANT shall not sublet or assign any of the services covered by this Agreement without the express written consent of the COUNTY.
11. 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.
12. 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.
13. 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:

Thomas M. Couch, County Manager  
Bulloch County Board of Commissioners  
115 North Main Street  
Statesboro, GA 30458

With a copy to: Jeff S. Akins, Esq.  
County Attorney  
Bulloch County Board of Commissioners  
115 North Main Street  
Statesboro, GA 30458

Notices to CONSULTANT shall be sent to the following address:

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

- 14. 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.
- 15. 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.
- 16. 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 deemed null and void.
- 17. 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.

18. Time of the Essence. Time is of the essence of this Agreement.

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: \_\_\_\_\_  
Olympia F. Gaines, Clerk

Attest: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title