

**NOTICE OF SOLICITATION: INVITATION TO BID #FY22-CP-E06
BULLOCH COUNTY TRANSPORTATION IMPROVEMENT PROGRAM**



**NOTICE OF SOLICITATION – INVITATION TO BID:
Bulloch County Board of Commissioners
Engineering Department and the Office of Capital Projects**

DESCRIPTION OF PROJECT: The Bulloch County Board of Commissioners is accepting sealed bids from qualified contractors for the following project: **Fletcher Park Parking Lot Construction Project FY22-CP-E06**

TIME ALLOWED FOR PERFORMANCE: Work shall commence within **ten (10)** calendar days and be completed within **one hundred twenty (120)** calendar days after issuance of the notice to proceed.

TERMS AND TIME OF PAYMENT: The contractor shall receive payment within fifteen (15) days of receipt of an approved invoice for quantities installed, with a retainage factor as specified in the bid package and contract. The County reserves the right to increase or decrease quantities for any work items from the awarded contract. Payment shall be based on the actual approved quantities of work performed, with no adjustment in the bid unit price.

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 Purchaser to accept or reject this bid at any time within thirty (30) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this bid is not subject to withdrawal by the bidder during the term of said option. The party submitting the bid is solely responsible for delivering the bid to the exact location and by the time stated. Award will be made to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth herein; provided, however, that Bulloch County reserves the right to reject any and all bids and to waive any technicalities or informalities. Bulloch County reserves the right to use or not use any alternate bid associated with this solicitation.

OBTAINING PLANS, SPECIFICATIONS AND BID FORMS: Specifications and requirements may be examined at the Bulloch County Engineer's Office by appointment only at 115 N Main Street, Statesboro, Georgia 30458. A bid package may be requested by emailing the Bulloch County Purchasing Manager, Faye Bragg, at fbragg@bullochcounty.net or by going to the County's website: <https://bullochcounty.net/procurement/>. It will be the sole responsibility of the contractor to periodically check Bulloch County's website for any addenda associated with this bid. 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. For technical questions concerning the bid, contact Bulloch County Engineer Brad Deal at bdeal@bullochcounty.net.

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AMOUNT OF PROPOSAL GUARANTY: A bid bond in the amount of 5% of the total bid is required to be submitted with the bid. If the contract is awarded, the successful bidder will be required to furnish payment and performance bonds in the amount of the contract. Sureties for bid bonds, payment bonds, and performance bonds must be good and solvent sureties licensed to do business in the State of Georgia and must be listed on the most recent U.S. Treasury Department's list of approved sureties in Circular 570.

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 Purchasing Office. The original bid along with one (1) copy and supporting documents must be submitted in a sealed clearly marked envelope. The deadline for receipt of all bids is **November 17, 2021 at 3:00 pm**, at which time the bids will be publicly opened and the cost components read and recorded at the Bulloch County North Main Annex, 115 N. Main St., Statesboro, GA 30458. The bid review team will then proceed to determine conformity with the specifications and other criteria. Upon the closure of the review, the bid review team will recommend selection of a bidder to the Board of Commissioners for final approval at their next subsequent regular meeting.

TERMS AND CONDITIONS OF PROCUREMENT

BID IDENTIFICATION: The outside of the sealed envelope shall include the wording: **Fletcher Park Parking Lot Construction Project FY22-CP-E06; Bid Opening: November 17, 2021 at 3:00 PM; Attn: Purchasing Manager.**

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 proposal information correctly. If in the opinion of the Bulloch County Board of Commissioners, the bidder is not in a position to perform the contract, the bid may be disqualified. The County reserves the right to waive any minor informality or irregularities in the bidding.

Lawsuits/Bribery: Prospective bidders 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 bid. Nor is the County bound by any information provided 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 respondent's bid, or to obtain additional information.

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

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

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Forms: The bidder shall complete all forms included in Attachment A, including: a) Bid Form; b) Non-Collusion Affidavit; c) Bidder’s Declaration; d) Contractor Affidavit.

Award: If awarded, the project will be awarded to the lowest reliable bidder. The bidder to whom the award is made will be notified at the earliest possible date. The purchaser reserves the right to reject the award to a bidder who has previously failed to perform properly, or to complete on time contracts of a similar nature.

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

PROJECT PROFILE

This project includes the construction of a parking lot and utilities, including approximately 5,052 SY of base and paving, site grading, 860 linear feet of storm drain pipe, as well as sanitary sewer connection. Refer to the table below for estimated quantities as well as the project plans for more information. The lump sum bid for the project shall be entered on the Bid Form located on page 9.

Fletcher Park Estimated Construction Quantities:

MISC. ITEMS		
Traffic Control	1	LS
CLEARING & REMOVALS		
Clearing and grubbing	2.8	AC
Storm Demo	100	LF
Asphalt Saw Cut and Removal	190	SY
Remove Existing Septic Tank	1	LS
Remove Existing Fence	550	LF
GRADING		
Onsite Cut to Fill	352	CY
Import Fill and Grade	4033	CY
Fine Grade	76146	SF
EROSION CONTROL		
Silt Fence - Tp NS	863	LF
Construction Exit (Refresh Once)	1	EA

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Concrete Wash Down	1	EA
Sd2-F	7	EA
Sd2-P	5	EA
Construction and Removal of Stone Checkdams	7	EA
Diversions Ditches	276	LF
Stone Rip Rap	1	EA
Construction and Removal of Sediment trap	1	EA
Temporary Grassing	2.8	Ac
Permanent Grassing	2.8	Ac
Dust Control	1	LS
Erosion Control Maintenance	1	LS
STORM SEWER		
15" RCP	295	LF
24" RCP	328	LF
24" HDPE	238	LF
Hooded Grate Inlet	5	EA
Pedestal Inlet	1	EA
Dome Grate	1	EA
GDOT 1122 Flared End Section	1	EA
UTILITIES		
Sanitary Sewer Connection (including Road Patch)	1	EA
Relocation of Power/Telecom	1	Allow
PAVING AND CONCRETE ITEMS		
6" GAB	5052	SY
2" Asphalt	5052	SY
18" Curb and Gutter	2164	LF
Sidewalk	22	SY
Striping	1972	LF

SPECIFICATIONS AND SPECIAL PROVISIONS

The following special provisions for this project shall apply:

1. The project shall commence within **ten (10)** calendar days and be completed within **one hundred twenty (120)** calendar days of issuance of the notice to proceed. Time is of the essence.

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2. Refer to the project plans, dated April 12, 2021, 16 pages, for the plans, specifications, and standards for the project. Project Specifications are listed on Section C1.1 of the plans. The plans are included in a separate file posted with this document. The Contractor is responsible for checking the County's website where the bid is posted to verify if any addenda have been issued prior to bidding.
3. Except as hereinafter specified, all material and workmanship shall be in strict accordance with the current Georgia Department of Transportation (GDOT) Standard Specifications for Construction, 2021 edition or as subsequently amended.
4. The Contractor is responsible for implementing and maintaining all traffic control on the project in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Traffic Control is subject to the review and approval of the County Engineer. Any proposed lane closures shall be approved by the County Engineer three work days prior to implementation.
5. All proposed materials, including asphalt job mix, must be submitted to and approved by the County Engineer prior to installation.
6. The County Engineer reserves the right to reject any defective material which does not meet specifications on-site.
7. Contractors shall bid on only those items provided in the bid schedule. No alternative material types submitted by the contractor will be considered during the bidding phase, unless an addendum addressing the request is issued.
8. The quantities shown on the Bid Schedule are estimated for bidding purposes only.
9. Any additional construction staking as may be required is the responsibility of the Contractor.
10. The County will be responsible for sampling and testing, however, the Contractor shall coordinate with the County and the testing agency to accommodate all required testing.
11. Engineering supervision of construction and necessary construction inspection will be performed by the County Engineer or his designee unless otherwise noted.
12. The contractor is responsible for cleaning up any waste materials or trash related to the contractor's work from project sites prior to payment of retainage.
13. The successful bidder shall furnish satisfactory performance and payment bonds each in an amount not less than one hundred percent (100%) of the total contract price from a good and solvent surety licensed to do business in the State of Georgia **and registered as a corporate surety in the most recent edition of Circular 570 of the United States Department of the Treasury.**
14. The successful bidder shall purchase from and maintain in a company or companies authorized to do business in the state of Georgia the following types of

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insurance: statutorily required workers' compensation insurance; general comprehensive insurance, **with 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; auto 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. The Contractor shall provide the County with certificates of insurance prior to the start of construction and (30) days written notice prior to cancellation.

15. Other contractors or municipalities may be working on this project during the life of the contract awarded for performing this work. Bulloch County reserves the right to coordinate the work being performed on the same project by different forces and further reserves the right to schedule the construction in a sequence most advantageous to the County and convenience to the public. Also, certain public and private utilities and public agencies may be working within the project limits. No claims for extra compensation or adjustments in unit prices will be allowed the contractor because of any delay, inconvenience or extra work caused by other parties working on the project.
16. The Contractor shall be responsible for the protection of all existing utilities during construction of this project. Any utilities damaged by the Contractor shall be repaired in accordance with the related utility's specifications at the Contractor's expense.
17. The County has the right to terminate the contract. 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 option, may terminate the contract and take possession of all materials, tools, 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. Termination for Convenience. The County shall also have the right to terminate this contract at 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.
18. 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 Bidders are to read and complete the

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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 of your company and the date of authorization (when the number became effective).

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

BIDDER SUPPORT

The County staff will assist by providing support to confer on technical matters relating to the project. The Office of the County Engineer will provide all relevant construction documents email and will address all site-specific issues.

Project Management – Mr. Brad Deal, PE, County Engineer
Bidding Procedure – Ms. Faye Bragg, County Purchasing Manager

BID SUBMISSION FORMAT

Please submit one (1) original bid and (1) copy in a sealed envelope clearly marked on the outside as follows: **Fletcher Park Parking Lot Construction Project FY22-CP-E06 Bid; Bid Opening: November 17, 2021 at 3:00 PM; Attn: Purchasing Manager.** Bid must be delivered to the Bulloch County Purchasing Office, 115 N. Main St, Statesboro, GA 30458, no later than November 17, 2021 at 3:00 PM, at which time and place the bids will be publicly opened and read aloud. **LATE BIDS WILL NOT BE CONSIDERED.** Bids should be bound or stapled whereby additional copies can be easily made by county staff. Pages should be 8 ½" X 11" in size with larger sheets folded to fit within bindings. The bid package should be ordered in the following format. All forms must be completed, signed and notarized where indicated. Failure to include any of the listed documentation will be justification not to accept a submitted sealed bid for this project:

Bid Bond: In the amount of 5% of the total bid

Form A: Bid Form

Form B: Non-Collusion Affidavit

Form C: Bidder's Declaration

Form D: Contractor Affidavit

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All bids must be USPS mailed, hand or service delivered to the following address, no faxes or emails are accepted for sealed bids:

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main Street
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.

BID SCHEDULE		
ACTIVITY	DATE	ACTION
Notice of Solicitation Issued	October 18, 2021	Begin circulation
Bidder's Conference	NA	NA
Return of Responses to Questions at Bidder's Conference	NA	NA
Bid Submission Deadline and Bid Opening	November 17, 2021 at 3:00 p.m.	Submit one (1) original & one (1) copy with all attachments to: Bulloch County BOC, Purchasing Office, 115 N. Main St., Statesboro, GA 30458
Estimated Award Date	December 7, 2021	Board of Commissioners

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ATTACHMENT A: REQUIRED FORMS

FORM A: BID FORM

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

TOTAL BID (LUMP SUM): \$ _____

TOTAL BID IN WORDS: _____

All bids submitted shall be subject to acceptance or rejection and Bulloch County specifically reserves the right to accept or reject any or all bids, and to waive any technicalities or informalities in the process. The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and will be considered only at the discretion of the County Manager.

FIRM NAME _____

SIGNATURE _____

TITLE _____

ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

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

NOTARY PUBLIC _____

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FORM B: 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:

Being of lawful age and being first duly sworn, the above-named individual on oath says that he/she is the agent authorized by the bidder to submit the attached proposal. Affiant further states that neither the bidder nor any of its employees or agents has prevented or attempted to prevent competition in such bidding by any means whatever; nor has the bidder or any of its employees or agents prevented or endeavored to prevent anyone from making a bid or proposal therefor by any means whatever; nor has the bidder or any of its employees or agents caused or induced another to withdraw a bid or proposal for the work. Affiant further states that neither the bidder nor any of its employees or agents has directly or indirectly violated Section 36-91-21(d) of the Official Code of Georgia Annotated.

FIRM NAME _____

SIGNATURE _____

TITLE _____

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

NOTARY PUBLIC _____

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FORM C: 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 30 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **November 17, 2021 at 3:00 PM**, but may not be withdrawn after such date and time for a period of 30 days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid 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.

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:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

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

NOTARY PUBLIC _____

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FORM D: 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

Fletcher Park Parking Lot Construction Project FY-22-CP-E06

Name of Project

Bulloch County, Georgia

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT B

CONTRACT FORM - EXAMPLE

BULLOCH COUNTY, GEORGIA
ROAD IMPROVEMENT CONTRACT

Contractor Name and Address:

Phone: _____

Project: _____

AGREEMENT

This Agreement, 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. The Contractor shall furnish all labor, materials, and equipment and perform all of the work as described in the Contract Documents for the following project:

Fletcher Park Parking Lot Construction Project FY 22-CP-E06

2. Contract Documents. The Contract Documents consist of the following:
 - a. This Agreement and any attachments hereto, which attachments are incorporated herein by reference.
 - b. The Notice of Solicitation/Invitation to Bid, including any addenda, for the above-referenced project, which is attached hereto and incorporated herein by reference.
 - c. Any specifications or standards referenced in this Agreement or the Notice of Solicitation/Invitation to Bid, including but not necessarily limited to the Georgia Department of Transportation Standard Specifications for Construction, 2021 edition, or as subsequently amended (hereinafter the ‘GDOT Standard Specifications’), which specifications are incorporated herein by reference.

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- d. The Contractor's completed Bid Form, Non-Collusion Affidavit, and Bidder's Declaration, which executed documents are attached hereto and made a part hereof by reference.
3. Time for Completion; Extensions; No Damages for Delay. The work shall commence within 10 (ten) calendar days and be completed within **120 (one hundred twenty)** calendar days after the County's issuance to the Contractor of a Notice to Proceed. Time is of the essence. No compensation or payment of any kind, other than an extension of time, shall be owed to the Contractor on account of delays in the progress of the work caused for any reason, whether avoidable or unavoidable and whether or not caused in whole or in part by any act or omission of the County or any of its agents or employees, and the Contractor agrees that it will make no claim for additional compensation for any such delays. An extension of time for completion of the work shall be the Contractor's sole remedy for any such delays.
 4. Contract Sum. The County shall pay the Contractor for the performance of the work based on the unit prices stated on the Bid Form. It is understood that the quantities shown are approximate only and subject to either increase or decrease, and any increases or decreases are to be paid for at the contract unit price given.
 5. Progress Payments. The County shall make monthly progress payments on account of the contract, less retainage of ten percent (10%), 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. Each invoice shall be accompanied by appropriate documentation of the quantities for which payment is requested.
 6. Acceptance and Final Payment. The Contractor shall notify the County when the Contractor considers the project to be complete. The County shall promptly schedule a final inspection of the entire project, and the Contractor shall accompany the County's representative(s) for such final inspection. The County shall develop a punch list for the project to denote any deficiencies that must be corrected by the Contractor. Final payment shall be due thirty (30) days after the Contractor has completed any punch list items and the County has accepted the project as complete.
 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.

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8. Surveys, Permits and Regulations. The County shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the County unless otherwise specified. 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 observation of the work by the County and its agents and public authorities at all times.
11. Changes in the Scope of the Work. The County may order changes in the scope of the work, the contract sum and time for completion being adjusted accordingly. Any changes in the scope of the work involving an increase or decrease in quantities for which unit prices are quoted on the Bid Form shall result in a change order increasing or decreasing the approximate quantities stated on the Bid Form, and the increase or decrease in cost for such changes shall be paid for in accordance with the unit prices quoted on the Bid Form. Any changes involving labor or materials not included in the quantities for which unit prices are quoted on the Bid Form shall result in a change order for which the Contractor shall be compensated on a lump sum basis or on the basis of unit prices established for the additional work required by such changes. No additional work outside the scope of the Contract Documents shall be performed without a written change order executed by the County Manager. Overhead and profit on additional work shall be limited to the following percentages:
 - 14% overhead and profit on additional work performed by the Contractor's own forces; or
 - 7.5% overhead and profit on additional work performed by a subcontractor of the Contractor.
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. County's Right to Terminate Contract.

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 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, appliances and finish the work by such means as the County sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, 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.

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 the work complete as of the date of termination.

14. Withholding of Payments. Payments otherwise due may be withheld 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.

15. Insurance. Contractor shall purchase from and maintain in 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. General comprehensive 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. Auto liability insurance, with an endorsement naming the

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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.

The Contractor shall provide the County with certificates of insurance prior to the start of construction and thirty (30) days' written notice prior to cancellation, and registered as a corporate surety in the most recent edition of Circular 570 of the United States Department of the Treasury.

16. Payment and Performance Bonds. Prior to the start of construction, the Contractor shall furnish to the County payment and performance bonds each in an amount not less than one hundred percent (100%) of the total contract price from a good and solvent surety licensed to do business in the state of Georgia.
17. Separate Contracts. The County has the right to let other contracts in connection with the work and the Contractor shall properly cooperate with any such other contractors.
18. Attorney's Fees and Expenses. Should the Contractor default in any of the provisions of this Agreement and should the County employ an attorney to enforce any provision hereof or to collect damages for breach of this Agreement or to recover on any payment or performance bond furnished by the Contractor, the Contractor and its surety agree to pay the County such reasonable attorney's fees and expenses of litigation as the County may expend therein.
19. Choice of Law and Venue. All actions arising out of, or in any way connected with this contract, shall be litigated and decided in the Superior Court of Bulloch County, and the Contractor hereby submits itself to the jurisdiction and venue of that court and waives any rights to insist upon venue or jurisdiction elsewhere or raise any such defenses in any such action.
20. Cleaning Up. The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials and leave the project premises broom-clean.
21. 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.

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22. 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 the contract shall be not less than such specified hourly minimum rate of wage in the performance of this contract as required by law.
23. Equal Opportunity. The Contractor shall not discriminate against any employee or against any applicant for employment on the basis of race, religion, sex, color or national origin.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

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

CONTRACTOR

BULLOCH COUNTY

BY: _____ (L.S.) BY: _____ (L.S.)
County Manager

TITLE: _____

ATTEST: _____

TITLE: _____

ATTEST: _____
County Clerk

DATE: _____

DATE: _____