



**REQUEST FOR PROPOSALS:
COMPETITIVE NEGOTIATIONS FOR
RIGHT-OF-WAY ACQUISITION SERVICES
Bulloch County Board of Commissioners
Engineering Department**

The Bulloch County Board of Commissioners (herein after referred to as the “County”) is accepting sealed proposals from qualified proposers to provide Right-of-Way (ROW) Acquisition services as stated in this request. Interested proposers must be included on the GDOT Prequalification List for providing Right-of-Way Acquisition Services as of the deadline for receipt of all submissions for this advertisement. The deadline for receipt of all submissions is 11:00 AM (EST), Thursday, March 7, 2024, where they will be recorded as received. Prospective proposers shall file all documents necessary to support its submittal, as prescribed. NO FAXES OR EMAILS ACCEPTED.

A Request for Proposals (RFP) package may be requested by emailing the Bulloch County Purchasing Manager, Faye Bragg, at fbragg@bullochcounty.net, going to the County’s website: <https://bullochcounty.net/bid-opportunities/>, or by going to the Georgia Procurement Registry website: <https://doas.ga.gov/state-purchasing/georgia-procurement-registry-local-governments/gpr-overview>.

Revisions to any part of this RFP will be posted to the beforementioned websites. Interested proposers are responsible for checking the above-mentioned procurement websites periodically for any revisions posted during the public advertisement period. Interested proposers are reminded to acknowledge receipt of all amendments, addenda, and changes issued in connection with this RFP by including a signed copy of each acknowledgement form along with the sealed proposal. Failure to provide the before described acknowledgement form shall result in the submitted proposal being found nonresponsive and therefore not considered for this RFP advertisement.

Interested proposers shall be responsible for physical delivery of submittals during daytime hours of operation (8:00 AM to 5:00 PM) to the Purchasing Manager, Bulloch County Board of Commissioners, North Main Annex, 115 North Main Street, Statesboro Georgia 30458. An **ORIGINAL PROPOSAL** along with **THREE (3)** copies and **ONE (1)** electronic copy on a thumb drive must be submitted in a sealed clearly marked envelope. A vendor’s conference will NOT be held for this advertisement.

Submission Identification: The outside of the sealed envelope shall include the following:

RFP: 0016632 Bulloch S&S Greenway Phase 3
Competitive Negotiations for Right-of-Way Acquisition Services
Due Date: March 7, 2024 @ 11:00 AM (EST)
Attn: Faye Bragg, Bulloch County Purchasing Manager

Sealed proposals received after the proposal submittal deadline of March 7, 2024, 11:00AM (EST) will be rejected. Proposals provided on or before March 7, 2024, 11:00AM (EST) will be recorded as received at the date and time of receipt and placed in a secure designated location so as to avoid disclosure of contents to competing proposers. Please note the cost for requested services is NOT a component of the submitted proposal. Rather, the County will evaluate and score each proposal submitted establishing a numerical ranking order for all proposals submitted. Once submittals are assigned a numerical rank, the County will begin the price negotiation process by notifying the top ranked proposer to determine if a mutually agreed upon price can be reached between both parties. If an agreed upon price can be reached between both parties the County will formally prepare and execute a Contract. However, if both parties cannot reach a mutually agreed upon price the County will notify the proposer in writing that price negotiations have concluded unsuccessfully, and the County will immediately notify the second ranked proposer and the price negotiation process will repeat. The County will repeat this process until an agreed upon price can be reached between both parties.

Proposer Prequalification

All proposers seeking to provide Right-of-Way Acquisition services, on PI #0016632 Bulloch S&S Greenway Phase 3, on behalf of the County, must hold either a Real Estate License and be affiliated with broker, or hold a Real Estate Broker's License in accordance with OCGA Title 43 Chapter 40 unless identified as an exception under Title 43, Chapter 40 of the Official Code of Georgia Annotated. Said proposer must attend any present and all future mandatory training classes required by the Georgia Department of Transportation. Proposer shall submit evidence of good standing on GDOT's Prequalified Consultants List found at the following link:

<https://www.dot.ga.gov/PartnerSmart/Documents/ROW/RW-Acquisition.pdf>

RFP Submission Requirements

The following content and order should be contained in your submission. Please do not add any marketing material unless it is relevant to explaining your project approach. Non-extraneous and supplement attachments and explanations are acceptable. Prose and style should be straightforward and not superfluous. Limit submission to no more than eight (8) pages with minimum font size eleven (11) and using page dimensions 8 ½ Inch X 11 Inch. Maximum page count excludes mandatory signed forms, cover-page, back-page, and GDOT Right-of-Way prequalification form.

1. Basic Company Information
 - a. Company Name
 - b. Company headquarters address
 - c. Contact information for the Company's point of contact for this solicitation
 - d. Company website, if available
 - e. Addresses for office located in the State of Georgia
 - f. Ownership – State of residency or incorporation, number of years in business, and form of ownership
2. Proposer's evidence of GDOT Right-of-Way Prequalification
3. Mandatory signed forms
4. Detailed qualifications and experience for the proposal company

5. Detailed qualifications and experience for the proposer's personnel
6. Right-of-Way acquisition phase schedule
7. Right-of-Way acquisition phase narrative

Submission Evaluation and Award

Immediately following the proposal submission deadline of March 7, 2024, 11:00AM (EST), the County will begin the proposal evaluation period. Each proposal will be evaluated and scored using the criteria below.

Criteria for Evaluation of Submissions

- 30% Factor:** Provide detailed qualification and experience for the proposer as well as the proposer's personnel performing Right-of-Way Acquisition services for Local Governments in Georgia on projects of similar scope and complexity. Provide no less than 3 and no more than 5 examples of detailed qualifications for proposer's company experience and the proposer's personnel experience.
- 70% Factor:** As time is of the essence throughout project delivery, the proposer shall prepare and submit a Right-of-Way acquisition phase schedule and narrative that includes the following:
1. Details of the proposer's unique approach to providing acquisition/negotiation services for acquiring all parcels of Right-of-Way on this Project.
 2. The proposer's schedule should consider a Notice-to-Proceed date of April 16, 2024, along with the County's goal to complete the Right-of-Way Acquisition phase by 12/31/2024.
 3. The submitted schedule must also include an intermediate schedule completion milestone date for 50% Right-of-Way acquisition complete as determined by the proposer. This intermediate schedule completion milestone will assist in determining the date for scheduling the Final Field Plan Review.
 4. The schedule must include a date certain that the proposer commits to having 50% Right-of-Way acquisition complete.
 5. The proposer can locate the GDOT Approved Right-of-Way Plans dated 12/28/2023 on the Bulloch County's Procurement website and Georgia Procurement Registry .

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.

TERMS AND CONDITIONS

Disqualification: Submissions may be disqualified for: a) receipt of the proposal by the County past the stated deadline; b) any irregularities; c) failure to complete requested information correctly; or d) *failure to comply with restrictions to proposers*. If in the opinion of the Bulloch County Board of Commissioners, the proposer is not in a position to perform the contract, the

statement may be disqualified. The County reserves the right to waive any minor informality or irregularities.

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

Contact: The contact person for this RFP is Faye Bragg, Purchasing Manager. Explanation(s) desired by proposers regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing via e-mail (fbragg@bullochcounty.net).

Proposers are required to only communicate with the contact person stated above to clarify any part of this RFP, **no elected or appointed official, or any other employee of the County shall be contacted regarding this RFP without the express written consent of the County Manager.** Any unauthorized contact shall not be used as a basis for responding to this RFP and will result in the rejection of the Proposer's submittal. Questions must be received by March 4, 2024, @ 11:00 AM (EST). Responses will be issued March 5, 2024, by 11:00 AM (EST).

Proposers who obtain this RFP from Georgia Procurement Registry <https://doas.ga.gov/state-purchasing/georgia-procurement-registry-local-governments/gpr-overview> or Bulloch County/Procurement <https://bullochcounty.net/bid-opportunities/> or from other than the Purchasing Division are **advised to re-visit the above websites to obtain any addenda which may be issued prior to the RFP closing date.** The County assumes no responsibility for Proposer's failure to acknowledge any addenda issued.

Title VI Non-discrimination Agreement. During the performance of this contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a. **Compliance with Regulations:** The consultant shall comply with the Regulations relative to non-discrimination in federally assisted programs of the United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. **Non-discrimination:** The consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Sub-contracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the consultant for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

- d. Information and Reports: The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a consultant is in exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Non-compliance: In the event of the consultant's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the consultant under the contract until the consultant complies, and/or.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part
- f. Incorporation of Provisions: The consultant shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request GDOT enter into such litigation to protect the interests of the state and, in addition, the consultant may request the USDOT enter into such litigation to protect the interests of the United States.

Lawsuits/Bribery: Prospective proposers 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 proposer 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 proposer 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 proposer to whom the award is made will be notified at the earliest possible date. The purchaser reserves the right to reject any submission from a proposer who has previously failed to perform properly, or to complete on time contracts of a similar nature.

Contract: The successful proposer 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 County prefers to establish Insurance requirements with the selected proposer during negotiations. However, the selected proposer shall be prepared to provide the following minimum Insurance requirements. The selected proposer 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 \$100,000.00 per occurrence and \$300,000.00 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.

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

Bulloch County entered into a Project Framework Agreement (PFA) with the Georgia Department of Transportation 07/01/2019 for the purpose of designing, permitting, letting, and constructing a Federally funded Local Administered Project identified as PI No. 0016632 Bulloch S&S Greenway Phase 3 (the “Project”). The Project proposes construction of a 10-12 FT wide asphalt and concrete shared use path, beginning at the end of the existing S&S Greenway Phase 2 extending approximately 2.14 miles south along Josh Hagin Road to Grimshaw Road in Bulloch County, Georgia. Also includes a new trail head at the intersection of Josh Hagin Road and Grimshaw Road. The Contract for Acquisition of Right-of-Way (Federal-Aid Project - Reimbursable) between GDOT and the County requires the rights of way lying on a non-designated state or federal route (off-system) to be acquired in the County’s name by the County when closed by deed and remain in the County’s name.

GENERAL SCOPE OF SERVICES

It shall be the selected Consultant’s responsibility to acquire and complete all necessary transactions associated with Right-of-Way acquisition as detailed on the GDOT Approved Right-of-Way Plans dated 12/28/2023. At a minimum, completion of all necessary transactions shall be in compliance with the latest editions and applicable addenda of the following for this project:

- GDOT Right-of-Way Policies & Procedures, Chapter 5 Acquisition.
- Bulloch County Board of Commissioners Right-of-Way Policies and Procedures.
- All applicable Codes and Ordinances in Bulloch County and the State of Georgia and all applicable local, state, and federal laws and regulations pertaining to Real Estate & Property acquisition services.

SPECIFIC SCOPE OF SERVICES

The Right-of-Way Acquisition Services associated with each parcel and transactions shall include, but not be limited to the following:

1. Complete all required Property Negotiations and Acquisition.
2. Provide the County with a monthly updated project delivery schedule during the acquisition process to minimize/eliminate and ensure timely completion of the Right-of-Way acquisition process.
3. Meet with the County Attorney as necessary to discuss closing procedures and to ensure progress schedule is not delayed.
4. Provide all Right-of-Way negotiations as necessary during the acquisition process.
5. Provide and complete all GDOT required forms as necessary during the acquisition process.
6. Ensure all offer packages are in compliance with State and Federal Code requirements.
7. Maintain clear, legible, and chronologically accurate records in compliance with State and Federal requirements. Provide at least one (1) electronic version of all record keeping to the County at the completion of all acquisition services.
8. Provide support and work closely with the Project Valuation Services Firm (Appraiser) as required and requested by the County.
9. Provide written certification to the County that all parcel acquisitions have been conducted and completed in accordance with GDOT Right-of-Way Policy & Procedures.

10. Ensure all Right-of-Way Acquisition Services provided are in complete and total compliance with Quality Assurance and Quality Control procedures set forth by GDOT Right-of-Way Policy & Procedures.
11. Furnish all required Right-of-Way Acquisition documents to the County at completion of the Right-of-Way Acquisition process.

Upon completion of services, all final Right-of-Way acquisition documents shall become the property of the Bulloch County Board of Commissioners.

TIME IS OF THE ESSENCE

Time is of the essence for this project. A proposer's failure to adhere to the proposed schedule will be considered in the County's future solicitations for similar projects. If factors beyond the proposer'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

COMPETITIVE NEGOTIATIONS FOR ROW ACQUISITION SERVICES

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 proposers 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 proposers 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 **Thursday, March 7, 2024 @ 11:00 AM (EST)**, 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:

Name: Signature/Print Title

Name: Signature/Print Title

AFFIX CORPORATE SEAL (if applicable)

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

NOTARY PUBLIC _____

ATTACHMENT: EXAMPLE CONTRACT FORMAT

**STATE OF GEORGIA
COUNTY OF BULLOCH**

PROFESSIONAL SERVICES AGREEMENT FOR:

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 for that portion of Exhibit A necessary to fulfill requirements for public solicitation of a GDOT certified contractor no later than. The remaining work product in Exhibit A shall be completed no later than, 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 negligent performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Consultant will survive the expiration or termination of this Agreement.
7. Insurance: The County's preference is to establish Insurance requirements with the selected proposer during negotiations. However, the selected proposer should initially be prepared to provide the following minimum Insurance requirements and provide proof of purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:
- a. Statutorily required workers' compensation insurance.
 - b. Commercial general liability insurance, with an endorsement naming the County as an additional insured, and with limits of not less than \$100,000.00 per occurrence and \$300,000.00 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.
8. Independent Contractor: The CONSULTANT and the COUNTY agree that the CONSULTANT is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded COUNTY employees by virtue of the services provided under this Agreement. The COUNTY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

9. Covenant Against Contingent Fees: The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the CONTRACT PRICE or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
10. Discrimination Prohibited: The CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
11. Assignment: The CONSULTANT shall not sublet or assign any of the services covered by this Agreement without the express written consent of the COUNTY.
12. Non-Waiver: The failure of the COUNTY to require performance by the CONSULTANT of any term or condition of this Agreement shall not be construed or held to be a waiver of such term or condition. The COUNTY'S waiver of any term or condition of this Agreement shall not be construed or held to be a waiver of any other term or condition of this Agreement.
13. Termination: The COUNTY or CONSULTANT may terminate this Agreement by giving thirty (30) days' written notice to the other party. The COUNTY shall pay in full for all work previously authorized and performed prior to notice of termination. In the event of termination, the CONSULTANT agrees to cooperate reasonably with any other consultant thereafter retained by the COUNTY in making available information developed as the result of work previously performed by the CONSULTANT.
14. Notices: Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party's facsimile confirmation sheet.

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

Bulloch County Board of Commissioners

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

With a copy to:

Jeff S. Akins, Esq.
County Attorney
115 North Main Street

Statesboro, GA 30458
(912) 764-6245 Phone
(912) 764-8634 Fax

Notices to CONSULTANT shall be sent to the following address:

Consultant
c/o Consultant Project Manager
Consultant Address
Consultant Phone Number

15. Legal Construction; Severability. This Agreement shall be governed by the laws of the state of Georgia. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
16. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are hereby nullified and superseded by this Agreement, and neither party shall have any further rights or obligations under such superseded agreements.
17. Amendment or Modification. This Agreement may be amended or modified only by the mutual written consent of the parties hereto. Such mutual written consent shall reference this Agreement, shall clearly state the amendments or modifications thereto, and shall be signed by an authorized officer or agent of the respective parties. Any purported amendment or modification of this Agreement that is not in writing or executed in accordance with this provision shall not be binding on either party and shall be deemed null and void.
18. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, officers, agents or employees are legally entitled.
19. Time of the Essence. Time is of the essence of this Agreement.
20. Title VI Non-discrimination Agreement. During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:
 - a. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made part of this contract.

- b. Non-discrimination: The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to the non-discrimination on the grounds of race, color, sex, or national origin.
- d. Information and Reports: The CONSULTANT shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONSULTANT is in exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the contacting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request GDOT enter into such litigation to protect the interests of the state and, in addition, the CONSULTANT may request the USDOT enter into such litigation to protect the interests of the United States.

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

BULLOCH COUNTY

(CONSULTANT)

By: _____
Thomas M. Couch, County Manager

By: _____

Printed Name and Title

Attest: _____
Venus Mincey-White, Clerk

Attest: _____

Printed Name and Title

Bulloch County Seal

Corporate Seal

Attachments: EXHIBIT A