



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 GDOT Prequalified Contractors for this project: **FY27-ENGCP-003-2 Cypress Lake Road Bridge Replacement Project**. The project consists of demolition and removal of an existing damaged bridge structure, construction of a new bridge structure, roadway construction items including embankment construction, construction of new approach slabs, subgrade construction, graded aggregate base construction, asphalt pavement construction, signing and marking, new guardrail installation, erosion and sediment control, water quality monitoring, and permanent grassing and stabilization. The project is located along Cypress Lake Road at the Dry Branch Creek crossing and approximately 1,500 feet west of the intersection of Cypress Lake Road at Country Club Road and near coordinates Latitude 32.393879, Longitude -81.856229.

TIME ALLOWED FOR PERFORMANCE: The project shall commence immediately following issuance of the notice to proceed. The Contractor shall achieve Substantial Completion Deadline of the work and certification of same no later than **August 31st, 2027** and shall achieve Final Acceptance Deadline of the work and certification of same no later than **September 30th, 2027**.

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: A bid package may be requested by emailing the Bulloch County Procurement Office, at Procurementeng@bullochcounty.net, going to the Bulloch County 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>.

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It will be the bidder's sole responsibility to periodically check all websites for addenda associated with bidding for this project. Failure to include a signed copy of any addenda issued for this project in the submitted bid package will result in the submitted bid not being considered for this project. For all questions concerning the bid, submit email correspondence to the Bulloch County Procurement Office at Procurementeng@bullochcounty.net. All email correspondence during the question & answer period must include the project identifier **FY27-ENGCP-003-2 Cypress Lake Road Bridge Replacement Project** in the subject line of the email.

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 on the 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 Procurement 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 **July 17, 2026 at 2:00 PM EDT** 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 contractor to the County Engineering Office for presentation at the next subsequent meeting of the Board of Commissioners for final approval.

This written document supersedes all prior verbal or written communications between the parties.

TERMS AND CONDITIONS OF PROCUREMENT

BID IDENTIFICATION: The outside of the sealed envelope shall include the below wording:

**Bid # FY27-ENGCP-003-2
Cypress Lake Road Bridge Replacement Project
Bid Opening: July 17, 2026 at 2:00 PM EDT
Attn: Procurement Director**

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; e) failure to complete proposal information correctly; or f) failure to comply with restrictions to proposers, g) Bidder does not appear on the current GDOT prequalified contractor list at the date and time of the Bid Opening. If in the opinion of the Bulloch County Board of Commissioners, the vendor 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.

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.

Lawsuits/Bribery: Prospective vendors 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 produced in 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 vendor 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 vendors, 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.

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

Award: If awarded, the project will be awarded to the lowest reliable **GDOT Prequalified Contractor, with a minimum prequalification in Work Class 500 Concrete Structures**, at the time of the bid opening. 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 vendor who has previously failed to perform properly, or to complete on time contracts of a similar nature.

Contract: The successful GDOT Prequalified Contractor will be required to execute a contract in the form attached hereto as Attachment D.

Insurance. Bidder 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. 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.

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.

PROJECT PROFILE

The project consists of demolition and removal of an existing damaged bridge structure, construction of a new bridge structure, roadway construction items including embankment construction, construction of new approach slabs, subgrade construction, graded aggregate base construction, asphalt pavement construction, signing and marking, new guardrail installation, erosion and sediment control, water quality monitoring, and permanent grassing and stabilization. The project is located along Cypress Lake Road at the Dry Branch Creek crossing and approximately 1,500 feet west of the intersection of Cypress Lake Road at Country Club Road and near coordinates Latitude 32.393879, Longitude -81.856229. Refer to the project plans produced by **Heath & Lineback dated May 05, 2026**, for more information. Project Plans will be a separate attachment.

SPECIFICATIONS AND SPECIAL PROVISIONS

Approximate bid quantities for unit cost pricing are included in **Form A: Bid Form**, as attached. In addition to bidding on proposed quantities, the following special provisions for this project shall apply:

1. The project shall commence immediately following issuance of the notice to proceed. The Contractor shall achieve Substantial Completion Deadline of the work and certification of same no later than **August 31st, 2027** and shall achieve Final Acceptance Deadline of the work and certification of same no later than **September 30th, 2027**.
2. Substantial Completion is defined as the point where the work can be utilized as intended, such as when the new construction of the roadway can be safely opened to traffic.
3. The Owner and the Contractor agree that time is of the essence of this contract and that the Owner's damages will be difficult or impossible to estimate should the Contractor fail to achieve Substantial Completion Deadline no later than August 31st, 2027 or Final Acceptance Deadline no later than September 30th, 2027 as stated in the above schedule, plus any time extensions made in accordance with Specification 4 herein. Therefore, should the Contractor fail to achieve the Substantial Completion Deadline or Final Acceptance Deadline by the specified dates, the Owner and the Contractor agree that the Contractor shall continue the work and shall pay to the Owner the sum of **\$150.00 per calendar day** as liquidated damages, and not as a penalty, for each calendar day that the work continues beyond the specified completion date for Substantial Completion Deadline or Final Acceptance Deadline, as applicable. The Owner shall have the right to withhold any liquidated damages from amounts otherwise due the Contractor.
4. Contract time may only be modified through a Change Order approved by the County. Any claim for a change in contract time shall be based on written notice within 30 days of the occurrence of the event giving rise to the claim and stating the nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days of the occurrence. Extensions to contract time shall be based on, but not limited to, occurrences such as acts or neglect by the County or others, additional work, fires, floods, abnormal weather conditions, epidemics, or acts of God.
5. 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.
6. The roadway is currently closed to through traffic and shall remain closed to through traffic until the new bridge and the roadway are deemed satisfactory for opening by the Engineer-of-Record and the County Engineering Office. Upon issuance of the notice to proceed, the Contractor immediately assumes responsibility 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) as of the date of Contract execution. Traffic Control is subject to periodic review and inspection by the County Engineering Office or duly authorized designee.
7. The contractor is responsible for grading all shoulders flush with the edge of pavement.
8. Traffic Control signage, devices, and traffic flagging operations are the responsibility of the contractor and shall be in accordance with current GDOT Traffic Control Specifications and Part 6 of the current MUTCD as of the date of Contract execution.

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9. The Contractor is responsible for coordinating work with property owners within the project limits to ensure access to properties is adequately maintained. The Contractor is responsible for any damage to these properties as a result of the work during construction.
10. All proposed materials, borrow/disposal pits, and asphalt job mix formulas, must be submitted by the Contractor to the County Engineering Office for approval prior to the performance or installation of the work.
11. The County Engineer or designee reserves the right to reject all defective material which does not meet the requirements of GDOT specifications edition 2021 or as subsequently amended.
12. 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 approved by the County Engineering Office and resulting in the issuance of an Addendum to the Invitation-to-Bid document.
13. The contractor shall be responsible for installing temporary striping if permanent striping is not installed prior to opening the project to traffic.
14. All permanent traffic striping shall include reflectivity as required by the 2021 GDOT specifications or as subsequently amended.
15. The quantities shown on the Bid Form are estimated for bidding purposes only.
16. All construction layout and staking is the responsibility of the Contractor.
17. Construction Engineering Inspection will be provided by the County Engineering Office or its designee.
18. The contractor is responsible for cleaning up all construction waste materials, trash, and debris from the project site prior to release of retainage.
19. 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.**
20. 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 insurance: statutorily required workers' compensation insurance , 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, motor vehicle liability insurance, **with an endorsement naming the County as an additional insured**, 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.
21. The Contractor shall provide the County with certificates of insurance prior to the start of construction and 30 days written notice prior to cancellation.
22. 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.

23. 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.
24. 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.
25. The County has the right to terminate the contract. Termination for Failure to Timely Return Signed Contract, Insurance Certificate, and Bonds: The signed contract, Certificate of Liability Insurance, and the performance and payments bonds must be returned to the County Engineer within thirty (30) calendar days of receipt of notice of award. Failure to do so may result in withdrawal of award and termination of 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 and, 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 any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.
26. The Contractor is required to employ Certified Personnel, as defined by GDOT Standard Specifications for Construction, 2021 edition Section 161.1.01 Definitions or as subsequently amended, to perform the duties of a Worksite Erosion Control Supervisor (WECS). Additionally, the selected Contractor shall employ and designate certified personnel who have successfully completed the Level 1A, or higher, certification course by the Georgia Soil and Water Conservation Commission. The Contractor shall provide documentation of the proposed individual's qualifications and current active certification status before commencing ground disturbance activities.
27. The Contractor will be required to provide Construction Material Testing for acceptance of all materials used during construction delivery of this Project. All sampling and testing performed shall meet acceptance requirements in accordance with GDOT 2021 Standard Specifications edition or as subsequently amended. All quality assurance/quality control sampling and testing shall be performed by a GDOT prequalified consultant in Area Class 6.04(a) Laboratory Materials Testing and Area Class 6.04(b) Field Testing of Roadway Construction Materials. The Contractor shall submit for approval a GDOT prequalified consultant from the current GDOT prequalified list to the County Engineering Office for review and acceptance. The Contractor will also make available to the County upon request a copy of the Agreement between the Contractor and the Construction Materials Testing Firm.

28. Immigration: On July 1, 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work for Georgia's public employers in the amount of \$2,500 or more must sign an affidavit that he/she has used the E-verify System. This includes out-of-state contractors. E-verify is a no-cost federal employment verification system to insure employment eligibility. For more information on E-verify please go to <http://www.dhs.gov/e-verify>. An affidavit is enclosed in this solicitation. All Proposers are to read and complete the E-verify Contractor Affidavit enclosed to be returned with response. Failure to do so will result in your solicitation response being rejected as non-responsive.

If you use a third-party administrator, do not enter their name in place of the Federal Work Authorization E-verify Company ID#; the administrator's name does not replace the actual number. You must contact your administrator for the number and the date of authorization (when the number became effective).

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

There are no alphanumeric characters in E-Verify Company ID#, only numbers.

BID IDENTIFICATION: The outside of the sealed envelope shall include the below wording:

Bid # FY27-ENGCP-003-2

Cypress Lake Road Bridge Replacement Project

Bid Opening: July 17, 2026 at 2:00 PM EDT

Attn: Procurement Director

Bid must be delivered to the Bulloch County Purchasing Office, 115 N. Main St, Statesboro, GA 30458, no later than March 26, 2026 at 2:00 PM EDT, 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

Attachment A Required Forms:

Form A: Bid Form

Form B: Non-Collusion Affidavit

Form C: Bidder Declaration

Form D: Contractor Affidavit

Attachment B Project Location Map

Attachment C Special Provision Section 107 – Legal Regulations & Responsibility to the Public

Attachment D Special Provision Section 523 – Dynamic Pile Testing

Attachment E Special Provision Section 165 – Maint. of Temp. Erosion & Sediment Control Devices

Attachment F Special Provision Section 713 – Organic & Synthetic Material Fiber Blanket

Attachment G Contract Form – Example Contract

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All bids must be physically delivered via USPS mail, private delivery service (i.e. UPS, FedEx, etc.) or hand delivered to the below address, NO FAX OR EMAILS ACCEPTED FOR SEALED BIDS:

**Bulloch County Board of Commissioners
115 North Main Street
Statesboro, Georgia 30458
Attn: Procurement Director**

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	June 25, 2026	Begin Procurement Period
Vendor's Conference	N/A	N/A
Deadline to submit questions	July 10, 2026 5:00 PM EDT	County to receive all questions via email at Procurementeng@bullochcounty.net
County to post response to questions and addenda	July 13, 2026 5:00 PM EDT	County to respond to all questions via Addenda posted to solicitation websites
Bid Submission Deadline and Bid Opening	July 17, 2026 2:00 PM EDT	Submit one (1) original w/attachments & one (1) copy w/attachments: • Bulloch County Board of Commissioners 115 North Main Street Statesboro, Georgia 30458 Attn: Procurement Director
Estimated Award Date	August 4, 2026	Bulloch County Board of Commissioners Regular Meeting 5:30 PM EDT

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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: Procurement Director

Proposal Line Number	Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
Roadway						
0005	150-1000	Traffic Control	LS	1.00		
0010	210-0100	Grading Complete	LS	1.00		
0015	456-2080	Sinusoidal Centerline Rumble Strips, Ground-In-Place (Continuous), 16"	GLM	1.00		
0020	456-2084	Sinusoidal Edgeline Rumble Strips, Ground-In-Place Skip, 6"	GLM	1.00		
0025	641-1100	Guardrail, TP T	LF	90.00		
030	641-1200	Guardrail, TP W	LF	600.00		
0035	641-5001	Guardrail Anchorage, TP 1	EA	2.00		
0040	641-5015	Guardrail Terminal, TP 12A, 31", Tangent, Energy-Absorbing	EA	2.00		
0045	634-1200	Right of Way Markers	EA	8.00		
0050	643-0010	Field Fence Woven Wire	LF	40.00		
0055	643-8200	Barrier Fence (Orange), 4-FEET	LF	1,200.00		

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		Pavement				
0060	310-1101	Graded Aggregate Base Course, Incl. Material	TN	1,100.00		
0065	402-3102	Recycled Asphalt Concrete 9.5 mm Superpave, Type II, Incl. Bituminous Material & Hydrated Lime	TN	200.00		
0070	402-3190	Recycled Asphalt Concrete 19 mm Superpave, GP 1 or 2, Incl. Bituminous Material & Hydrated Lime	TN	425.00		
0075	413-0750	Tack Coat	GL	480.00		
0080	433-1000	Reinforced Concrete Approach Slab	SY	260.00		
		Drainage				
0085	441-0301	Concrete Spillway, TP 1	EA	1.00		
0090	441-0303	Concrete Spillway, TP 3	EA	3.00		
0095	441-0050	Concrete Slope Drain	SY	5.00		
0100	500-3101	Class A Concrete (Drainage)	CY	1.00		
0105	576-1018	Slope Drain Pipe, 18 IN	LF	20.00		
0110	603-2181	Stone Dumped Rip Rap, TP 3, 18 IN	SY	6.00		
0115	603-7000	Plastic Filter Fabric (Drainage)	SY	6.00		

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		Erosion Control				
0120	163-0232	Temporary Grassing	AC	2.00		
0125	163-0240	Mulch	TN	18.00		
0130	163-0301	Construct and Remove Construction Exits	EA	2.00		
0135	165-0310	Maintenance of Construction Exit Tire Wash Area	EA	1.00		
0140	163-0527	Construct and Remove Rip Rap Check Dams, Stone Plain Rip Rap/Sand Bags	EA	6.00		
0145	163-0541	Construct and Remove Rock Filter Dams	EA	5.00		
0150	163-0550	Construct and Remove Inlet Sediment Trap	EA	4.00		
0155	165-0030	Maintenance of Temporary Silt Fence, TP C	LF	1,559.00		
0160	165-0041	Maintenance of Check Dams, All Types	LF	90.00		
0165	165-0101	Maintenance of Construction Exit	EA	1.00		
0170	165-0105	Maintenance of Inlet Sediment Trap	EA	4.00		
0175	165-0110	Maintenance of Rock Filter Dam	EA	5.00		
0180	167-1000	Water Quality Monitoring and Sampling	EA	12.00		

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0185	167-1500	Water Quality Inspections	MO	12.00		
0190	171-0030	Temporary Silt Fence, TP C	LF	3,150.00		
Permanent Erosion Control						
0195	700-6910	Permanent Grassing	AC	2.00		
0200	700-7000	Agricultural Lime	TN	3.00		
0205	700-8000	Fertilizer Mixed Grade	TN	1.00		
0210	700-8100	Fertilizer Nitrogen Content	LB	62.00		
0215	713-0400	Coconut Fiber Blanket, Slopes	SY	45.00		
0220	716-2000	Erosion Control Mats, Slopes	SY	850.00		
Signing & Marking						
0225	636-1033	Highway Signs, TP 1 Matl, Reflector. Sheeting, TP 9	SF	6.00		
0230	636-1036	Highway Signs, TP 1 Matl, Reflector. Sheeting, TP 11	SF	18.00		
0235	636-2070	Galvanized Steel Posts, TP 7	LF	24.00		
0240	636-2090	Galvanized Steel Posts, TP 9	LF	31.00		
0245	636-5020	Delineator, TP 2	EA	12.00		
0250	653-1906	Thermoplastic Solid Traffic Stripe, 6", White	LF	1,331.00		
0255	653-2602	Thermoplastic Solid Traffic Stripe, 6", Yellow	LF	1,331.00		
0260	657-9243	Wet Reflective Preformed Solid Pavement Markings, 9", Contrast (Black-Yellow)	LF	262.00		
0265	657-9245	Wet Reflective Preformed Solid Pavement Markings, 9", Contrast (Black-White)	LF	262.00		
0270	654-1001	Raised Pavement Markers, TP 1	EA	68.00		

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		Bridge				
0275	500-2100	Concrete Barrier	LF	252.00		
0280	500-3101	Class A Concrete (Bridge)	CY	68.00		
0285	507-1021	PSC Cored Slab Beams, 21 IN	LF	1,764.00		
0290	511-1000	Bar Reinforcing Steel	LB	9,588.00		
0295	511-3000	Superstructure Reinforcing Steel	LB	4,308.00		
0300	520-1318	Piling in Place, Metal Shell, 18 IN OD	LF	543.00		
0305	520-1324	Piling in Place, Metal Shell, 24 IN OD	LF	539.00		
0310	520-4318	Load Test, Metal Shell, 18 IN OD	EA	1.00		
0315	520-4324	Load Test, Metal Shell, 24 IN OD	EA	1.00		
0320	523-1100	Dynamic Pile Test	EA	3.00		
0325	533-0010	Bridge Deck Waterproofing Membrane, Method A	SY	541.00		
0330	540-1102	Removal of Existing Bridge	LS	1.00		
0335	603-2018	Stone Dumped Rip Rap, TP 1, 18 IN	SY	516.00		
0340	603-7000	Plastic Filter Fabric (Bridge)	SY	516.00		

TOTAL BASE BID IN THE AMOUNT OF:

\$ _____

Dollars & Cents

\$ _____

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: _____

EMAIL: _____

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

NOTARY PUBLIC _____

ATTACHMENT A: REQUIRED FORMS

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 vendor to submit the attached proposal. Affiant further states that neither the vendor nor any of its employees or agents has prevented or attempted to prevent competition in such bidding by any means whatever; nor has the vendor 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 vendor 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 vendor 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: _____

ATTACHMENT A: REQUIRED FORMS

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 **July 17, 2026, 2:00 PM EDT** 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 _____

ATTACHMENT A: REQUIRED FORMS

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

FY27-ENGCP-003-2 Cypress Lake Road Bridge Replacement Project

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



Legend

- Major Streets
- Roads
- Project Site

FY27-ENGCP-003-2 CYPRESS LAKE RD BRIDGE REPLACEMENT Site Map

DESCRIPTION

Demolition and removal of an existing damaged bridge structures, construction of a new bridge structure



SPECIAL PROVISION
Bulloch County
Cypress Lake Road at Dry Branch

Section 107— Legal Regulations and Responsibility to the Public

Add the following to Subsection 107.23:

H. Protection of Ecological Resources

The following conditions are intended as a minimum to protect these species and their habitat during any activities that are in close proximity to the potential location(s) of these species.

1. All Project personnel shall be notified about the potential presence and appearance of the federally protected eastern indigo snake (*Drymarchon couperi*). All personnel shall be advised that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting the eastern indigo snake, in violation of the Endangered Species Act of 1973. Pictures and habitat information will be provided at the preconstruction conference and shall be posted in a conspicuous location in the Project field office until such time that Project construction has been completed and time charges have stopped. In addition, the Contractor shall be responsible for maintaining one set of pictures and habitat information on the Project site that are easily accessible at all times. If a Project field office is not present, a copy of the pictures and habitat information shall be supplied to the Project personnel to be kept on the Project during inspection.
2. Each day, prior to the commencement of regular work activities, the Contractor shall inspect the area around and underneath heavy equipment (construction vehicles) as well as all work zones where construction, maintenance, and/or demolition activities are planned to occur that day. If an eastern indigo snake is sighted during this inspection, the Contractor shall refer to and follow Condition 3.
3. If, at any time, an eastern indigo snake is sighted within the Project limits, all activity (including but not limited to movement of vehicles and equipment), except for traffic control and erosion control, shall not begin or shall cease within a 300-foot radius of the sighting. The Contractor shall immediately report the sighting to the Engineer who in turn will notify Bulloch County Public Works Department via Ron Nelson at (912) 764-0214. Bulloch County Public Works Department will in turn coordinate with U.S. Fish and Wildlife Service (USFWS) and the lead Federal Agency. The eastern indigo snake must be allowed to move outside of the Project limits of its own volition. Once the eastern indigo snake has moved beyond the Project limits, work may resume. Eastern indigo snakes shall not be touched, moved, or harassed under any circumstances.
4. Erodible stockpiled materials and excavation spoil should be placed at least 200 feet away from streams, wetlands, and open waters, if feasible. All disturbed soil located within 200 feet of a stream, wetland, or open water shall be mulched daily or covered with erosion control mats until work in such areas has been completed. If mulch is necessary, mulch with tackifiers or soil stabilizers that are anionic and non-oil based (e.g., granular PAM) shall be used to reduce turbidity and increase longevity. Erosion and sediment control devices (e.g., compost filter socks or silt fence) shall be installed around erodible stockpiles and excavation spoils within 200 feet of a stream, wetland, or open water.
5. Within 200 feet of a stream, wetland, or open water, secondary containment and spill response procedures (e.g., spill kits) shall be provided on site for all heavy equipment to prevent the spread of pollutants during oil changes, refueling, and equipment maintenance. When feasible, mineral based hydraulic fluids should be replaced with synthetic biodegradable hydraulic fluid.

Section 107—Legal Regulations and Responsibility to the Public

6. The contractor should take care not to exceed the Specification spread rate for fertilizer in and around all areas that have potential for runoff into Wetland (WL) 1 and WL 2. Furthermore, precautions shall be used to minimize potential runoff of excess fertilizer into WL 1 and WL 2, such as, but not limited to, refrain from filling the spreader or storing of fertilizer in these areas.
7. In the event any incident occurs that causes harm to the eastern indigo snake within the Project limits, the Contractor shall immediately report the incident to the Engineer who in turn will notify Bulloch County Public Works Department via Ron Nelson at (912) 764-0214. In the case of harm or injury to these species, all activity both above and below the roadside tops of slope, except for erosion control and traffic control, shall cease pending consultation by the Department with the USFWS and the lead Federal Agency. No activity, except for erosion control and traffic control, shall resume without written authorization from the lead Federal Agency.
8. All costs pertaining to any requirement contained herein shall be included in the overall bid submitted unless such requirement is designated as a separate Pay Item in the Proposal.

ATTACHMENT D

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

CR 153 (Cypress Lake Road) Over Dry Branch Bulloch County, Georgia County Project No. E15

SECTION 523 - DYNAMIC PILE TESTING

523.1 General Description

The work consists of performing dynamic pile testing using the Pile Driving Analyzer (PDA) to monitor the driving of piles with accelerometer and strain gauges attached to the piles. Piles to be dynamically tested will be identified in the Special Provision or on the Plans. Prior to pile driving, the Engineer will determine production or test piles to be dynamically tested. Perform the dynamic pile testing in accordance with ASTM D4945-12.

Take dynamic measurements during driving of any required piles. Drive the pile as shown in the Special Provisions or on the Plans.

523.2 Materials

Furnish measuring instruments for dynamic pile testing. Attach instruments near the top of the piles with bolts placed in drilled holes. Furnish materials, labor and equipment necessary for installation of the instruments.

523.3 Construction Requirements

Measure wave speed prior to driving piles. Wave speed measurements will not be required for Steel H piles or metal shell piles. When wave speed measurements are performed, place the piles in a horizontal position not in contact with other piles.

Perform dynamic pile testing during driving. Modify the driving to reduce the stress and/or eliminate the damage, should the recommended stress level be exceeded or if damage occurs (determined visually or as indicated by the instrumentation).

Do not exceed the following maximum driving stresses, as determined by the dynamic pile testing:

1. For Steel piles:

0.9 Fy, where Fy = Yield strength of steel

2. For Prestressed Concrete Piles:

Compression:

$$\sigma_{dr} = (0.85f'_c - f_{pe})$$

Tension in Normal Environments:

$$\sigma_{dr} = (0.095\sqrt{f'_c} + f_{pe})$$

Tension in Severe Corrosive Environments:

$$\sigma_{dr} = \phi_{da}f_{pe}$$

where;

σ_{dr} = maximum allowed driving stress, ksi

f'_c = specified minimum 28-day compressive strength of concrete, ksi

f_{pe} = effective prestress in concrete, ksi, (after all losses) at the time of driving taken as 0.78 times the initial prestress force

Re-drive friction piles that do not obtain bearing after a freeze period of a minimum of 24 hours or for a period designated on the Plans, whichever is longer. Reset the gauges if required. Re-strike the pile with a warm hammer until a maximum penetration of 3 inches (76 mm) or 40 blows is reached, whichever occurs first. The Engineer may modify the Pile Driving Objective based on the results of the PDA work.

Provide two weeks' notice prior to the driving of designated piles and cooperate with the Engineer in connection with the performance of Dynamic Pile Testing.

Provide a complete report consisting of but not limited to PDA field monitoring data, results of CAPWAP computer analyses, and recommendations such as pile lengths, hammer fuel setting, and valid driving criteria. Valid driving criteria is defined as having the required hammer having a hammer set greater than 3 blows per inch and less than 10 blows per inch at the driving resistance for that pile. Submit the report electronically in PDF format and the electronic data files of the PDA analysis and CAPWAP to the Geotechnical Bureau and allow seven (7) calendar days for review and approval before proceeding with driving production piles.

523.4 Measurement

The Dynamic Pile Tests performed in accordance with these Specifications will be counted separately for payment. (Refer to plans summary sheet for the required amount of PDA testing.)

523.5 Payment

The Dynamic Pile Test completed and accepted will be paid for at the Contract unit Price. This payment will be full compensation for all costs of complying with this specification, including incidentals, additional work, and any delays incurred in conjunction therewith.

Payment will be made under:

Item No. 523. Dynamic Pile Test_____ Per Each

ATTACHMENT E
SPECIAL PROVISION
Bulloch County
Cypress Lake Road at Dry Branch

**Section 165— Maintenance of Temporary Erosion and
Sedimentation Control Devices**

Delete the opening text of Subsection 165.3.05 and replace with the following and retain lettered subsections:

As a minimum, clean sediment from all temporary erosion control devices (except temporary sediment basins) installed on the project when:

- One-third the capacity by volume, as measured by depth, has been reached when the erosion control device is within 200 feet of Wetland (WL) 1 and WL 2 for added protection of ecological resources (see Special Provision 107.23H); or
- One-half the capacity by volume, as measured by depth, has been reached otherwise for all other erosion control devices (except temporary sediment basins).

Clean sediment from all temporary sediment basins installed on a project when one-third the capacity of the storage volume has been filled.

Handle excavated sediment from any erosion or sediment control device in one of the following ways:

- Remove sediment from the immediate area and immediately stabilize it to prevent the material from refilling any erosion or sediment control device.
- Place and mix it in the roadway embankment or waste it in an area approved by the Engineer.

Repair or replace at no cost to the Department any erosion or sediment control device that is not functioning properly or is damaged due to negligence or abuse.

April 13, 2026

ATTACHMENT F
SPECIAL PROVISION
Bulloch County
Cypress Lake Road at Dry Branch

Section 713 – Organic and Synthetic Material Fiber Blanket

Retain section 713 as written and add the following:

SECTION 713.6 SPECIAL CONDITIONS:

Where erosion control matting is required on slopes, only biodegradable, 100% natural fiber, rolled erosion control blankets shall be utilized. The erosion control blankets shall be either net-free or have a leno weave netting with minimum opening dimensions of 0.5 inch by 1.0 inch. The erosion control blankets shall be utilized strictly as manufactured, without alteration; they shall not be augmented by the addition of plastic mesh or other such materials, as may be prescribed elsewhere in this section.

ATTACHMENT G

CONTRACT FORM - EXAMPLE

BULLOCH COUNTY, GEORGIA
ROAD IMPROVEMENT CONTRACT

Contractor Name and Address:

Phone Number: _____

Email Address: _____

Project: FY27-ENGCP-003-2 Cypress Lake Road Bridge Replacement 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:

FY27-ENGCP-003-2 Cypress Lake Road Bridge Replacement Project

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.
 - d. The Contractor's completed Bid Form, Non-Collusion Affidavit, and Bidder Declaration, which executed documents are attached hereto and made a part hereof by reference.

3. Time for Completion; Extensions; No Damages for Delay. The project shall commence immediately following issuance of the notice to proceed. The Contractor shall achieve **Substantial Completion of the work and certification of same no later than August 31st, 2027** and shall achieve **Final Completion of the work and certification of same no later than September 30th, 2027**. 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. Liquidated Damages. The Owner and the Contractor agree that time is of the essence of this contract and that the Owner's damages will be difficult or impossible to estimate should the Contractor fail to achieve **Substantial Completion of the work and certification of same no later than August 31st, 2027** and shall achieve **Final Completion of the work and certification of same no later than September 30th, 2027** as stated in the above schedule, plus any time extensions made in accordance with the Specifications. Therefore, should the Contractor fail to achieve Substantial Completion or Final Acceptance within the specified times, the Owner and the Contractor agree that the Contractor shall continue the work and shall pay to the Owner the sum of **\$150.00 per calendar day** as liquidated damages, and not as a penalty, for each calendar day that the work continues beyond the specified completion date for Substantial Completion or Final Acceptance, as applicable. The Owner shall have the right to withhold any liquidated damages from amounts otherwise due the Contractor.
5. Contract Sum. The County shall pay the Contractor for the performance of the work based on the unit prices stated on the Bid Form with a **TOTAL BASE BID OF \$_____**. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. County's Right to Terminate Contract.

Termination for Failure to Timely Return Signed Contract, Insurance Certificate, and Bonds: The signed contract, Certificate of Liability Insurance, and the performance and payments bonds must be returned to the County Engineer within thirty (30) calendar days of receipt of notice of award. Failure to do so may result in withdrawal of award and termination of 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 for the work complete as of the date of termination.

15. 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.

16. 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. 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.

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.

17. 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 and must be on the U.S. Treasury Department's list of approved sureties in Circular 570.
18. 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.
19. 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.
20. 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.
21. 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.
22. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees.
23. Prevailing Wages. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics in each trade or occupation to be employed in the performance of the contract shall be not less than such specified hourly minimum rate of wage in the performance of this contract as required by law.
24. 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.
25. No Waiver. No failure on the part of either party to this Agreement at any time to require performance by the other party of any term of this Agreement shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof.
26. Assignment. This Agreement may not be assigned by either party without the written consent of the other party, and any purported assignment without such written consent shall be null and void. In the event of a valid assignment, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
27. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

28. Legal Construction; Severability. This Agreement shall be governed by the laws of the state of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
29. Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by the mutual consent of the contracting parties in writing signed by all parties to this Agreement.

SEE SIGNATURE PAGE

SIGNATURE PAGE

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: _____

DATE: _____

ATTEST: _____
County Clerk

DATE: _____

Corporate Seal

County Seal