



**Bulloch County  
Board of  
Commissioners  
Regular Meeting**

**03.17.2015  
Estimated Time: 1 hour & 45 Minutes  
North Main Annex Community Room  
Statesboro, Georgia  
8:30 AM**

Meeting Function:	<b>Board of Commissioners</b>	Type of Meeting:	<b>Regular Meeting</b>
Meeting Chair:	<b>Chairman, Garret Nevil (Presiding)</b>	Recorder:	<b>Clerk of the Board, Olympia Gaines</b>
Parliamentarian:	<b>County Attorney, Jeff Akins</b>	Ex-Officio:	<b>Tom Couch, County Manager; Andy Welch, Assistant County Manager; Whitney Richland, Chief Financial Officer, Kristie King, Chief Accountant, Mike Rollins SBCPRD Director, Fred White, Solid Waste Director, Kirk Tatum, County Engineer</b>

**General Business Agenda**

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	8:30 AM	
Invocation and Pledge of Allegiance	County Manager	8:32 AM	
Roll Call	Clerk of the Board	8:34 AM	
Approval of General Agenda	Chairman Nevil	8:36 AM	
Public Comments	Audience	8:38 AM	
Presentation: Statesboro Development Authority (City Tax Allocation Districts)	Allen Muldrew	8:48 AM	
Presentation: FY2014 Audit Report	Auditor	9:10 AM	
Presentation: FY2016 Budget Orientation	County Manager	9:30 AM	
Consent Agenda	Chairman	9:50 AM	
To approve the minutes of the Regular Meeting held on March 3, 2015.	Clerk of the Board		Tab A
To Approve an alcohol beverage license for package retail beer and wine sales to Saishri Inc (Himanshu & Avenika Patel) for Chevron Food Mart located at 9651 Highway 301 South Statesboro	Clerk of the Board		Tab B
To approve purchase of five(5) new 30 yard capacity roll off Containers from Lewis Steel Inc. per bid specifications and Results.	Solid Waste		Tab C
To approve sealed bid package of \$11,412 to Whitfield Signs for LED message sign board at Mill Creek Park.	Parks & Recreation		Tab D
New Business		9:55 AM	
Discussion/ Action: To approve a contract with Peek Pavement Marking, LLC for \$124,750 for re-striping on Approximately 92 miles of various county roads	County Engineer		Tab E
Commission and Staff Comments	Chairman Nevil, et al.	10:05 AM	

Adjourn

Chairman Nevil

10:15 AM

**Additional Information:** None

Background information in Board packets.

March 3, 2015  
Statesboro, GA

### Regular Meeting

The Board of Commissioners met at 5:30 pm in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. Commissioner Simmons gave the invocation and Pledge of Allegiance.

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, Commissioner Gibson, and Commissioner Ethridge (came in at 5:38pm) The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Public Safety Director Ted Wynn, Zoning Administrator Randy Newman, Transportation Director Dink Butler, Solid Waste Director Fred White, Chief Accountant Kristie King, Statesboro-Bulloch County Airport Director Kathy Boykin, Road Superintendent Marshall Thigpen, and Management Analyst Cindy Steinmann.

Chairman Nevil stated the first item of business was the approval of the Zoning Agenda. Commissioner Gibson offered a motion to approve the Zoning Agenda as presented. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called on Zoning Administrator Randy Newman to present the first item of business. Mr. Newman presented item #1 which was an application submitted by Paul Beasley to rezone a 1 acre parcel from R-40 (Residential 40,000 square feet) to NC (Neighborhood Commercial). The property consists of 1 acre and is located at 395 Cawana Road; Map/Parcel 092 000012A000. Mr. Michael Westbrook acted as agent (See Exhibit # 2015-013). Mr. Westbrook stated his company purchased the land from Paul Beasley and wanted to turn the parcel into office space for the Atlantic Region component of his company. Hearing no further discussion, Commissioner Thompson offered a motion to approve the rezone request for the 1 acre parcel from R-40 to NC (See Exhibit #2015-014). Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson,

Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman presented item #2 which was an application for a conditional use to allow a business office for a Natural Resource and Timber Company under general business. The property consists of 1 acre and is located at 395 Cawana Road; Map/Parcel 092 000012A000. Mr. Jed DeZelle acted as agent. Mr. DeZelle stated that he would like to use the existing home on the property as an office space for general business and the company had already purchased the surrounding 18 acres. Hearing no further discussion, Commissioner Thompson offered a motion to approve the conditional use request for the existing home on the property to be used as an office space for general business (See Exhibit #2015-015). Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil asked for changes or modifications of the General Agenda. Hearing no amendments or modifications, Commissioner Simmons offered a motion to approve the General Agenda as presented. Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil asked for public comments from the audience at large or in writing. Hearing none, Chairman Nevil stated the next item on the agenda was to approve the Consent Agenda as follows: (1) to approve the minutes of the Work Session held on February 12, 2015; (2) to approve the minutes of the Regular Meeting held on February 17, 2015; (3) to approve the Summary Material Modification No. 02 to the Employee Health Care Plan (See Exhibit #2015-016); (4) to authorize a resolution to approve Amendment #1 to ACCG 401(a) Defined Contribution Plan for Bulloch County Employees (See Exhibit #2015-017); (5) to authorize a resolution to approve Amendment #2 to ACCG 401(a) Defined Contribution Plan for Bulloch County Employees (See Exhibit #2015-018); and (6) to approve Amendment #1 to Work Authorization #5, land acquisition (See Exhibit #2015-019). Without further discussion, Commissioner Simmons offered a motion to approve the Consent Agenda as presented. Commissioner Mosley seconded and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Without any further items for discussion, Chairman Nevil called for general comments or statements from the Commissioners. The Commissioners each thanked everyone for attending the meeting and the Staff for all of their hard work. Commissioners Thompson provided an update on Parks and Recreations new Disc Golf course and mentioned that citizens from as far away as Jacksonville, Florida came to participate in a tournament held at the new disc golf course. Commissioner Rushing stated that progress was being made on the I-16/301 Interchange. Commissioner Ethridge thanked the Westervelt Company for their business and support in the community, and thanked Mr. Welch and Mr. Wynn for their continued efforts.

Mr. Couch updated the commissioners and staff on the issues surrounding the roll-off containers. He stated that Mr. White had informed him that he was in need of 3 roll-off containers due to deterioration. Because of the dire need, he gave approval for Mr. White to secure quotes and allowed Mr. White to accept the lowest bid. Mr. Couch stated that he was not trying to stretch the parameters of the purchasing policy and in accordance with the policy for the remaining 5 roll-off containers, sealed bids were solicited from vendors and opened on March 1, 2015. He informed everyone that Mr. Richard Deal will be coming to the March 17<sup>th</sup> meeting to review the 2014 financial audit and answer any questions if needed. He stated that the next Work Session will be held on March 19, 2015 at 11:45am until 1:15pm with a presentation by Shaw-Hankins to discuss Health Wellness Programs, and he reminded those who are interested in attending the 2015 ACCG Annual conference held on April 17-20 to get with Mrs. Gaines for assistance with registration requirements. Mr. Butler introduced Mr. Marshal Thigpen as the new Road Superintendent. Chairman Nevil thanked everyone for their hard work and attendance.

Hearing no further comments from the Board or Staff, Chairman Nevil asked for a motion to adjourn. Commissioner Simmons offered a motion to adjourn. Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

---

J. Garrett Nevil, Chairman

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

Olympia Gaines, Clerk

# Bulloch County Sheriff's Office



**Lynn M Anderson**  
Sheriff

17257 Hwy 301 North  
Statesboro, GA 30458  
(912)764-8888  
FAX (912)764-2376  
www.bullochsheriff.com

The following information is furnished to the Bulloch County Board of Commissioners in regards to an application for a beer and wine license. This information is furnished by the Bulloch County Sheriff's Office for the purpose of the Board in their decision on the issuance of a license.

NAME: AVENIKA H PATEL

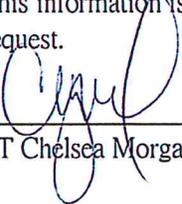
BUSINESS: SAISHRI INC

LOCATION: 9651 HWY 301 SOUTH STATESBORO GA 30458

CRIMINAL HISTORY: NO CRIMINAL HISTORY

RESIDENCY: OUTSIDE BULLOCH COUNTY

This information is furnished to the Bulloch County Board of Commissioners for their information only at their request.

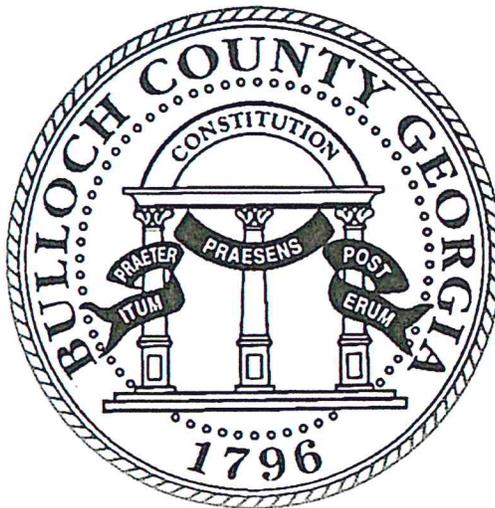
  
\_\_\_\_\_  
LT Chelsea Morgan

DATE

2/27/15

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

APPLICATION  
FOR  
ALCOHOLIC BEVERAGE  
LICENSE



BULLOCH COUNTY  
GEORGIA

**Complete application in its entirety**  
**\*\*Updated on 10.10.2013\*\***

## **NOTICE:**

Anyone applying for a **new** ALCOHOL LICENSE must meet all Zoning requirements. It is the applicant's responsibility to contact the Bulloch County zoning office and verify that all zoning requirements are met. In no case will an alcohol license be granted for a location that does not meet zoning requirements for issuance of the type of alcohol license being sought.

For more information, please contact:

Bulloch County Zoning Office  
(912)489-1356  
37 North Walnut Street  
Statesboro, Georgia



Are you a resident of Bulloch County?

YES  NO

*If "No", then you must designate a resident of Bulloch County who shall be responsible for any matter relating to the license (ie., a "designee"). If you are appointing a designee, provide the following information:*

Designee's Name & Home Address \_\_\_\_\_

Designee's Home Phone \_\_\_\_\_ Designee's Age \_\_\_\_\_

Designee's Date of Birth \_\_\_\_\_ Designee's SS# \_\_\_\_\_

Are you the owner of the business?

YES  NO

*If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement.*

*If "No", what is your title or interest in the business? \_\_\_\_\_*

List all partners, shareholders, members, or managers of the business below:

HIMANSHU PATEL (MANAGER) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Attach a copy of your business's Certificate of Existence from the Secretary of State's office.*

**BE ADVISED THAT ANY PARTNER, SHAREHOLDER, MEMBER OR MANAGER LISTED ABOVE MUST COMPLETE A SEPARATE APPLICATION AND CONSENT FORM FOR A BACKGROUND CHECK AND IT IS YOUR RESPONSIBILITY TO ENSURE THIS IS DONE.**

Has the applicant or designee been convicted of any crime(s) in the past 5 years?

YES \_\_\_\_\_ NO

*If "Yes", attach a detailed explanation to this application, and be sure to provide the date, jurisdiction, offense, and circumstances of the arrest/conviction.*

Has the applicant or designee EVER been denied an alcoholic beverage license?

YES \_\_\_\_\_ NO

*If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the denial.*

Has the applicant or designee EVER had an alcoholic beverage license suspended or revoked?

YES \_\_\_\_\_ NO  \_\_\_\_\_

***If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the suspension or revocation.***

Approved \_\_\_\_\_ Rejected \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Bulloch County Board of Commissioners

By: \_\_\_\_\_  
J. Garrett Nevil, Chairman

Attest: \_\_\_\_\_  
Christy A. Strickland, Clerk

Are you a resident of Bulloch County?

YES  NO

*If "No", then you must designate a resident of Bulloch County who shall be responsible for any matter relating to the license (ie., a "designee"). If you are appointing a designee, provide the following information:*

Designee's Name & Home Address \_\_\_\_\_

Designee's Home Phone \_\_\_\_\_ Designee's Age \_\_\_\_\_

Designee's Date of Birth \_\_\_\_\_ Designee's SS# \_\_\_\_\_

SUBJECT: MID TCN: 1655059936 - GBI IDENTIFICATION RESPONSE  
MESSAGE DATE: 19 FEB 2015 14:16:46  
LSTCN:1655059936

TYPE:MID  
LSTCN:1655059936  
GBITCN:50501084089990  
DATE/TIME:2015-02-19 14:16:46  
NAME:PATEL, AVENIKA HIMANSHU  
SID:NORECORD  
OTN:  
OCA:  
IDENT:NO GEORGIA CRIMINAL HISTORY IS AVAILABLE FOR THIS REQUEST

SUBJECT: MFI TCN: 20150501084089990-1655059936 - FBI IDENTIFICATION RESPONSE  
MESSAGE DATE: 19 FEB 2015 14:22:33  
LSTCN:1655059936

TYPE:MFI - FBI IDENTIFICATION RESPONSE  
LS TCN:1655059936  
GBI TCN:50501084089990  
DATE/TIME:2015-02-19 14:22:33  
OCA:  
FBI NUMBER:  
SID:  
NAME:PATEL,AVENIKA HIMANSHU  
FBI IDENT:N  
FBI RAPSHEET RESPONSE BELOW:

CIVIL APPLICANT RESPONSE

ICN E201505000000137398 CIDN OCA  
PATEL,AVENIKA HIMANSHU A 502 [REDACTED]  
MNU SOC SEX F  
GA0160000 SHERIFF'S OFFICE  
STATESBORO GA 2015/02/19  
A SEARCH OF THE FINGERPRINTS ON THE ABOVE  
INDIVIDUAL HAS REVEALED NO PRIOR ARREST  
DATA. CJIS DIVISION  
2015/02/19 FEDERAL BUREAU OF INVESTIGATION

GA0160000  
BULLOCH COUNTY  
SHERIFF'S OFFICE  
17257 HWY 301 N  
STATESBORO,GA 30458

SUBJECT: MFI TCN: 20150501153089996-1655059937 - FBI IDENTIFICATION RESPONSE  
MESSAGE DATE: 19 FEB 2015 11:59:19  
LSTCN:1655059937

TYPE:MFI - FBI IDENTIFICATION RESPONSE  
LS TCN:1655059937  
GBI TCN:50501153089996  
DATE/TIME:2015-02-19 11:59:19  
OCA:  
FBI NUMBER:841719EC6  
SID:  
NAME:PATEL,HIMANSHU B  
FBI IDENT:Y  
FBI RAPSHEET RESPONSE BELOW:

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

GA0160000  
TCN 20150501153089996-1655059937

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH  
CONTAINED THE FOLLOWING DESCRIPTORS:

NAME PATEL,HIMANSHU

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	A	██████████	510	225	BROWN	BLACK

STATE ID	BIRTH PLACE
NULL	INDIA

CITIZENSHIP  
UNITED STATES

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE	NONE	NONE

ALIAS NAME(S)  
NONE

END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

GA0160000

ICN E201505000000097784

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO DO SO. AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE SET FORTH IN TITLE 28, CFR, SECTION 16.34.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

END OF PART 1 - PART 2 TO FOLLOW

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

GA0160000  
PART 2

ICN E201505000000097784

- FBI IDENTIFICATION RECORD - FBI NO.-841719EC6

NAME                      FBI NO.      DATE REQUESTED  
PATEL,HIMANSHU B                      841719EC6      2015/02/19

SEX RACE BIRTH DATE HEIGHT WEIGHT EYES HAIR  
M A ██████████ 508    205    BLK    BLK

BIRTH PLACE  
INDIA

CITIZENSHIP  
UNITED STATES

1-ARRESTED OR RECEIVED 2004/06/22 SID- NY3014411R  
AGENCY-POLICE DEPARTMENT NEW YORK (NY0303000)  
AGENCY CASE-Q04629672

FINGERPRINT INFORMATION  
BSI/2000145877784  
PRINT DATE/2004/06/22

CHARGE 1-VTL 11920 OP MV ILL % ALC 5404  
CHARGE 2-VTL 11920 OP MV INTOX 1ST 5404  
CHARGE 3-VTL 11800 MAX SPEED VIOL 5499

COURT-POLICE DEPARTMENT NEW YORK (NY0303000)  
CHARGE-OPER MV IMPAIRED BY ALCOHOL  
CONVICTED UPON PLEA OF GUILTY                      CONDITIONAL  
DISCHARGE LICENSE SUSPENDED 90 DAYS FINE 300 FINE PAID ALCOHOL  
TREATMENT

RECORD UPDATED 2015/02/19

ALL ARREST ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON  
FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL  
USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

Response Key: .BUSX-

0892647 GA-CCH 20150226 18:13:34 20150226 18:13:33 2015052CC2  
IR.GASIR0000.GA0160000.

GEORGIA CRIMINAL HISTORY NAME AND IDENTIFIER SEARCH

REQUESTED BY:  
DATE: 20150226 PUR: E ATTN: NEVILS/KCM  
ARN: ALR SAISHRI INC  
RESPONSE DATE: 20150226

-----  
QUERY REQUESTED ON:  
NAM/PATEL, AVENIKA  
DOB/[REDACTED]  
SEX/F  
RAC/A  
SOC/[REDACTED]

-----  
NO RECORD FOUND  
-----

END OF RECORD  
-----

U<sup>a</sup>

No GCIC Record on File  
Bulloch County Sheriff's Office  
*Cyrel* 2/26/15  
Communications Officer Date

# Bulloch County Sheriff's Office



**Lynn M Anderson**  
Sheriff

17257 Hwy 301 North  
Statesboro, GA 30458  
(912)764-8888  
FAX (912)764-2376  
www.bullochsheriff.com

The following information is furnished to the Bulloch County Board of Commissioners in regards to an application for a beer and wine license. This information is furnished by the Bulloch County Sheriff's Office for the purpose of the Board in their decision on the issuance of a license.

NAME: HIMANSHU PATEL

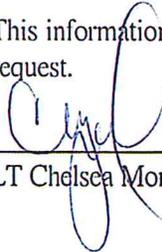
BUSINESS: SAISHRI INC

LOCATION: 9651 HWY 301 SOUTH STATESBORO GA 30458

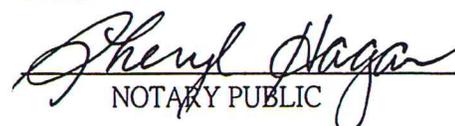
CRIMINAL HISTORY: NO CRIMINAL HISTORY

RESIDENCY: INSIDE BULLOCH COUNTY

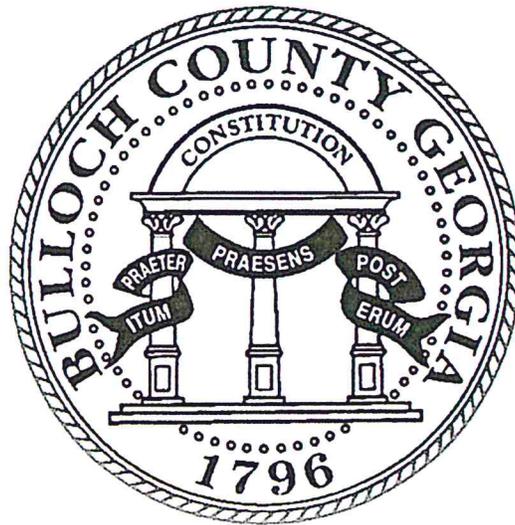
This information is furnished to the Bulloch County Board of Commissioners for their information only at their request.

  
\_\_\_\_\_  
LT Chelsea Morgan

2/27/15  
\_\_\_\_\_  
DATE

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

APPLICATION  
FOR  
ALCOHOLIC BEVERAGE  
LICENSE



BULLOCH COUNTY  
GEORGIA

**Complete application in its entirety**  
**\*\*Updated on 10.10.2013\*\***

## **NOTICE:**

Anyone applying for a **new** ALCOHOL LICENSE must meet all Zoning requirements. It is the applicant's responsibility to contact the Bulloch County zoning office and verify that all zoning requirements are met. In no case will an alcohol license be granted for a location that does not meet zoning requirements for issuance of the type of alcohol license being sought.

For more information, please contact:

Bulloch County Zoning Office  
(912)489-1356  
37 North Walnut Street  
Statesboro, Georgia

**BULLOCH COUNTY, GEORGIA  
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**

**\*YOU MUST COMPLETE APPLICATION IN ITS ENTIRETY\***

DATE OF APPLICATION 2/19/15 NEW  RENEWAL

Type of Business to be operated:

<input type="checkbox"/> Retail beer and wine packaged only	\$1,500.00
<input type="checkbox"/> Retail beer and wine by the drink (pouring license)	\$1,500.00
<input type="checkbox"/> Retail liquor by the drink (pouring license)	\$3,000.00
<input type="checkbox"/> Pouring license (beer, wine, and liquor)	\$4,500.00
<input type="checkbox"/> Wholesale license	\$1,200.00
<input type="checkbox"/> Farm Winery	\$2,250.00
<input type="checkbox"/> Catering License (off premise)	\$ 500.00
<input type="checkbox"/> Application Fee ( <i>due upon returning application</i> )	\$ 250.00
<input type="checkbox"/> Event Permit	\$ 50.00
<input type="checkbox"/> License Transfers	\$ 250.00
<input type="checkbox"/> Temporary Permit (all forms)	\$ 250.00
Total license fee (include the application fee)	\$ _____

**\*Late Penalty \***

**All renewal applications received after November 1 and before January 1 - 25% of license fee**

**All renewal applications received after January 1 - 50% of license fee**

Applicant's full name HIMANSHU PATEL

Name of business SAISHRI INC

Location of business 9651 Hwy 301 S

Type of business organization (Corporation, limited liability company, partnership, etc.)

Corporation

Business mailing address 9651 Hwy 301 S Statesboro Phone 

Applicant's home address 3098 McCall Blvd, Statesboro Phone 

Applicant's age 42 Date of birth  Social Security 

Are you a resident U.S. Citizen?

YES  NO

Are you a resident of Bulloch County?

YES  NO

***If "No", then you must designate a resident of Bulloch County who shall be responsible for any matter relating to the license (ie., a "designee"). If you are appointing a designee, provide the following information:***

Designee's Name & Home Address \_\_\_\_\_

Designee's Home Phone \_\_\_\_\_ Designee's Age \_\_\_\_\_

Designee's Date of Birth \_\_\_\_\_ Designee's SS# \_\_\_\_\_

Are you the owner of the business?

YES \_\_\_\_\_ NO

***If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement.***

***If "No", what is your title or interest in the business? MANAGER***

List all partners, shareholders, members, or managers of the business below:

_____	_____
_____	_____
_____	_____
_____	_____

***Attach a copy of your business's Certificate of Existence from the Secretary of State's office.***

***BE ADVISED THAT ANY PARTNER, SHAREHOLDER, MEMBER OR MANAGER LISTED ABOVE MUST COMPLETE A SEPARATE APPLICATION AND CONSENT FORM FOR A BACKGROUND CHECK AND IT IS YOUR RESPONSIBILITY TO ENSURE THIS IS DONE.***

Has the applicant or designee been convicted of any crime(s) in the past 5 years?

YES \_\_\_\_\_ NO

***If "Yes", attach a detailed explanation to this application, and be sure to provide the date, jurisdiction, offense, and circumstances of the arrest/conviction.***

Has the applicant or designee ~~EVER~~ been denied an alcoholic beverage license?

YES \_\_\_\_\_ NO

***If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the denial.***

Has the applicant or designee EVER had an alcoholic beverage license suspended or revoked?  
YES \_\_\_\_\_ NO  \_\_\_\_\_

***If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the suspension or revocation.***

Approved \_\_\_\_\_ Rejected \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Bulloch County Board of Commissioners

By: \_\_\_\_\_  
J. Garrett Nevil, Chairman

Attest: \_\_\_\_\_  
Olympia Gaines, Clerk

**CONSENT FORM**

I, HIMANSHU PATEL, hereby authorize the Bulloch County Sheriff's Department to release information on any criminal history record the State of Georgia or the Bulloch County Sheriff's Department might have access to concerning me to the Bulloch County Board of Commissioners and its agents or employees.

I hereby agree that the Bulloch County Sheriff's Department, the Georgia Crime Information Center, the employees of either agency, or any other agency or employees of the county, state or federal government, shall not be responsible or liable for defamation, invasion of privacy, negligence or any other claim in connection with any dissemination of information pursuant to this record check.

FULL NAME: HIMANSHU PATEL  
Print or Type

ADDRESS: 9651 Hwy 301 S STATESBORO GA 30458  
Street Address City State Zip Code

SEX: M RACE: ASIAN DATE OF BIRTH: 08/08/1972

SOCIAL SECURITY NUMBER: [REDACTED]

Himanshu Patel  
Signature

2/19/15  
Date

Sworn to and subscribed before me this 19th day of February, 2015.

Virginia Cantale  
Notary Public



SUBJECT: MID TCN: 1655059937 - GBI IDENTIFICATION RESPONSE  
MESSAGE DATE: 19 FEB 2015 11:56:32  
LSTCN:1655059937

TYPE:MID  
LSTCN:1655059937  
GBITCN:50501153089996  
DATE/TIME:2015-02-19 11:56:32  
NAME:PATEL, HIMANSHU  
SID:NORECORD  
OTN:  
OCA:  
IDENT:NO GEORGIA CRIMINAL HISTORY IS AVAILABLE FOR THIS REQUEST

SUBJECT: MFI TCN: 20150501153089996-1655059937 - FBI IDENTIFICATION RESPONSE  
MESSAGE DATE: 19 FEB 2015 11:59:19  
LSTCN:1655059937

TYPE:MFI - FBI IDENTIFICATION RESPONSE  
LS TCN:1655059937  
GBI TCN:50501153089996  
DATE/TIME:2015-02-19 11:59:19  
OCA:  
FBI NUMBER:841719EC6  
SID:  
NAME:PATEL,HIMANSHU B  
FBI IDENT:Y  
FBI RAPSHEET RESPONSE BELOW:

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

GA0160000  
TCN 20150501153089996-1655059937

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH  
CONTAINED THE FOLLOWING DESCRIPTORS:

NAME PATEL,HIMANSHU

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	A	██████████	510	225	BROWN	BLACK

STATE ID	BIRTH PLACE
NULL	INDIA

CITIZENSHIP  
UNITED STATES

OTHER BIRTH DATES	SOCIAL SCARS-MARKS-TATTOOS	SECURITY	MISC NUMBERS
NONE	NONE	NONE	NONE

ALIAS NAME(S)  
NONE

END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

GA0160000

ICN E201505000000097784

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE  
FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO DO SO. AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE SET FORTH IN TITLE 28, CFR, SECTION 16.34.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

END OF PART 1 - PART 2 TO FOLLOW

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

GA0160000  
PART 2

ICN E201505000000097784

- FBI IDENTIFICATION RECORD - FBI NO.-841719EC6

NAME                      FBI NO.      DATE REQUESTED  
PATEL,HIMANSHU B                      841719EC6      2015/02/19

SEX RACE BIRTH DATE HEIGHT WEIGHT EYES HAIR  
M A                      508      205      BLK      BLK

BIRTH PLACE  
INDIA

CITIZENSHIP  
UNITED STATES

I-ARRESTED OR RECEIVED 2004/06/22 SID- NY3014411R  
AGENCY-POLICE DEPARTMENT NEW YORK (NY0303000)  
AGENCY CASE-Q04629672

FINGERPRINT INFORMATION  
BSI/2000145877784  
PRINT DATE/2004/06/22

CHARGE 1-VTL 11920 OP MV ILL % ALC 5404  
CHARGE 2-VTL 11920 OP MV INTOX 1ST 5404  
CHARGE 3-VTL 11800 MAX SPEED VIOL 5499

COURT-POLICE DEPARTMENT NEW YORK (NY0303000)  
CHARGE-OPER MV IMPAIRED BY ALCOHOL  
CONVICTED UPON PLEA OF GUILTY                      CONDITIONAL  
DISCHARGE LICENSE SUSPENDED 90 DAYS FINE 300 FINE PAID ALCOHOL  
TREATMENT

RECORD UPDATED 2015/02/19

ALL ARREST ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON  
FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL  
USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

Response Key: .BUSX-

0892649 GA-CCH 20150226 18:14:37 20150226 18:14:36 2015052CC3  
IR.GASIRO000.GA0160000.

GEORGIA CRIMINAL HISTORY NAME AND IDENTIFIER SEARCH

REQUESTED BY:  
DATE: 20150226 PUR: E ATTN: NEVILS/KCM  
ARN: ALR SAISHRI INC  
RESPONSE DATE: 20150226

-----  
QUERY REQUESTED ON:  
NAM/PATEL, HIMANSHU  
DOB/ [REDACTED]  
SEX/M  
RAC/A  
SOC/ [REDACTED]

-----  
NO RECORD FOUND  
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END OF RECORD  
-----

U<sup>a</sup>

No GCIC Record on File  
Bulloch County Sheriff's Office  
*Cygel* 2/26/15  
Communications Officer Date

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>DEPARTMENT MAKING REQUEST (Box 1)</b>  <b>Solid Waste</b>	<b>MEETING DATE 3/17/15</b>		
	<b>RESOLUTION ATTACHED? (Box 3)</b>	<b>YES</b>	
		<b>NO</b>	<b>x</b>

**REQUESTED MOTION OR ITEM TITLE (Box 4)**  
  
Approval to purchase five (5) new 30 yard capacity roll off containers from Lewis Steel Inc. per bid specifications and results.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY IF NEEDED (Box 5)**  
  
We presently have several containers that are in need of repair and are presently unusable. We need these five (5) containers to replace these containers so we can ensure that no Solid Waste revenues are missed and our recycling centers have the containers needed to service the citizens of Bulloch County.

<b>AGENDA CATEGORY (CHECK ONE) (Box 6)</b>		<b>FINANCIAL IMPACT STATEMENT (Box 7)</b>				
<b>PRESENTATION (6a)</b>		<b>BUDGETED ITEM? (7a)</b>	<b>YES</b>	<b>x</b>	<b>AMENDMENT REQUIRED? (7b)</b>	<b>YES</b>
			<b>NO</b>			<b>NO</b>
<b>PUBLIC HEARING (6b)</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED (7c)</b>				
<b>CONSENT (6c)</b>	<b>x</b>	2007 SPLOST 323-45400-542200				
<b>NEW BUSINESS (6d)</b>						
<b>OLD BUSINESS (6e)</b>						
<b>OTHER (6f)</b>						

<b>APPROVED FOR AGENDA (Box 8)</b>											
<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
<b>YES</b>	<b>x</b>	<b>YES</b>		<b>YES</b>	<b>x</b>	<b>YES</b>	<b>✓</b>	<b>YES</b>		<b>YES</b>	
<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>	
<b>INITIAL Fred White</b>		<b>INITIAL</b>		<b>INITIAL JFW</b>		<b>INITIAL [Signature]</b>		<b>INITIAL</b>		<b>INITIAL</b>	
<b>DATE 3/9/15</b>		<b>DATE</b>		<b>DATE 3/11/15</b>		<b>DATE 3-9-15</b>		<b>DATE</b>		<b>DATE</b>	

<b>COMMISSION ACTION AND REFERRAL (Box 9)</b>	
<b>APPROVED</b>	<b>DATE TO BE RETURNED TO AGENDA</b>
<b>DENIED</b>	
<b>DEFERRED</b>	<b>NOTES</b>
<b>OTHER</b>	

## M E M O R A N D U M

Date: March 3, 2015  
To: Tom Couch  
From: Faye Bragg  
Subject: Bid Opening Solid Waste Roll Off Containers

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Sealed bids were opened in the Library/Conference Room 102 at 115 North Main Street on Tuesday, March 03, 2015, at 3:00 pm for Roll Off Containers for the Solid Waste Department.

Eight (8) bids were e-mailed on February 23, 2015, as well as being posted on the County's website. Three (3) bids were e-mailed as requested during solicitation.

Five (5) bids were received:

<b>Vendor</b>	<b>Total Bid</b>	<b>Vendor Declaration &amp; Non-Collusion Affidavit</b>	<b>Requested 21 Day Delivery</b>
Lewis Steel Works Inc.	\$16,725.00	Yes	Yes
Wastequip Mfg. Co. LLC	\$18,745.00	Yes	No-30 days ARO
Bakers Waste Equipment Inc.	\$20,530.00	Yes	Yes
Custom Container Solutions	\$20,545.00	Yes	Yes
TransPro Equipment Sales LLC	\$22,495.00	Yes	No-date not specified

Bid opening attendees: Fred White, Janet Driggers and Faye Bragg.

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

**DEPARTMENT MAKING REQUEST (Box 1)**  
Statesboro Bulloch County Parks and Recreation

**MEETING DATE (Box 2)** March 19, 2015

<b>RESOLUTION ATTACHED? (Box 3)</b>	<b>YES</b>	
	<b>NO</b>	

**REQUESTED MOTION OR ITEM TITLE (Box 4)**

To approve the sealed bid package of \$11,412.00 to Whitfield Signs for the LED message sign board at Mill Creek Park.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)**

See attached.

<b>AGENDA CATEGORY (CHECK ONE) (Box 6)</b>		<b>FINANCIAL IMPACT STATEMENT (Box 7)</b>					
<b>PRESENTATION (6a)</b>		<b>BUDGETED ITEM? (7a)</b>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>AMENDMENT REQUIRED? (7b)</b>	<b>YES</b>	
			<b>NO</b>	<input type="checkbox"/>		<b>NO</b>	<input checked="" type="checkbox"/>
<b>PUBLIC HEARING (6b)</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED (7c)</b>  SPLOST budget -- \$11, 412.00					
<b>CONSENT (6c)</b>	<input checked="" type="checkbox"/>						
<b>NEW BUSINESS (6d)</b>							
<b>OLD BUSINESS (6e)</b>							
<b>OTHER (6f)</b>							

<b>APPROVED FOR AGENDA (Box 8)</b>											
<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>
<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
<b>INITIAL</b>	<i>ML</i>	<b>INITIAL</b>		<b>INITIAL</b>	<i>JRW</i>	<b>INITIAL</b>	<i>OS</i>	<b>INITIAL</b>		<b>INITIAL</b>	<i>SM</i>
<b>DATE</b>	<i>3/10/2015</i>	<b>DATE</b>		<b>DATE</b>	<i>3/11/15</i>	<b>DATE</b>	<i>3/10/15</i>	<b>DATE</b>		<b>DATE</b>	<i>3/11/15</i>

<b>COMMISSION ACTION AND REFERRAL (Box 9)</b>	
<b>APPROVED</b>	<b>DATE TO BE RETURNED TO AGENDA</b>
<b>DENIED</b>	
<b>DEFERRED</b>	<b>NOTES</b>
<b>OTHER</b>	

## M E M O R A N D U M

Date: March 9, 2015  
To: Tom Couch  
From: Faye Bragg  
Subject: Bid Opening Recreation Dept. Marquee Sign

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Sealed bids were opened in the Library/Conference Room 102 at 115 North Main Street on Friday, March 06, 2015, at 3:00 pm for SBCPRD Marquee Sign for Mill Creek.

Two (2) bids were e-mailed on February 20, 2015, as well as being posted on the County's website and the GA Procurement Registry. An ad was also run in the *Statesboro Herald*. Ten (10) bids were e-mailed as requested during solicitation.

Eight (8) bids were received:

<b>Vendor</b>	<b>Total Bid</b>	<b>Vendor Declaration &amp; Non-Collusion Affidavit</b>	<b>Liability Insurance</b>	<b>Contractor Affidavit</b>
Whitfield Signs	\$11,412.00	Yes	Yes	Yes
Action Signs	\$13,800.00	Yes	Yes	Yes
Complete Signs	\$15,000.00	Yes	Yes	Yes
AAA Sign Co. Inc.	\$15,937.00	Yes	Yes	Yes
Advantage LED Signs	\$16,656.99	Yes	No*	Yes
AAA Sign Co. Inc.	\$17,110.50	Yes	Yes	Yes
Entech Info. Displays	\$21,035.00	No	No	No
Henry Graphics Inc.	\$29,965.00	Yes	No*	Yes

The two vendors that have the asterisks under Liability Insurance actually included a form in their bid package. However, after speaking to Jeff Akins, Chief Legal Counsel, the forms cannot be accepted because Bulloch County was not listed as an additional insured as so stated in the bid document.

Bid opening attendees: Katie Page (Whitfield Signs), Bobbie Stephens (AAA Sign Co. Inc.), Broni Gainous, Tony Morgan, and Faye Bragg.

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
STATESBORO, GEORGIA 30458**

**INVITATION FOR BID FOR AN  
ELECTRONIC SIGN BOARD FOR  
STATESBORO-BULLOCH COUNTY PARKS AND RECREATION DEPARTMENT**

Sealed bids from suppliers will be received by the Bulloch County Board of Commissioners, hand delivered or delivery services to Bulloch County Commissioners, 115 North Main Street, Statesboro, Ga., 30458 or mailed to Bulloch County Board of Commissioners, Attn: Purchasing Dept., P.O. Box 347, Statesboro, GA 30459 until 3:00 pm. legally prevailing time on March 6, 2015. Actual bid opening will take place in the Library/Conference Room 102 located in the Bulloch County Commissioners North Main Annex, 115 North Main Street, Statesboro, GA 30458; March 6, 2015, at 3:00 pm.

At the time and in the room noted above, the bids for each commodity will be publicly opened and read. No extension of the bidding period will be made, and no bid will be accepted without submitting all the items listed on the **checklist (page 14)**.

Award, shall be on a lump sum basis. No bid may be withdrawn for a period of 60 (sixty) calendar days after time has been called on the date of opening.

The Commissioners reserve the right to reject any or all bids and to waive technicalities and informalities.

Local Buying Preference: A local vendor is considered any offeror who has a principal business location within the boundaries of Bulloch County. A principal business location shall be strictly interpreted to mean a permanent establishment or facility with a physical location in Bulloch County having a registered business name, street address and telephone number where it can be easily demonstrated that the goods or services to be procured by the County are either made, stored, processed, sold or rendered at such establishment or facility; and, that substantial administrative or management activities related to the establishment or facility are performed by one or more employees, principals, representatives or agents for the purpose of transacting business. It shall be the responsibility of the vendor to provide clear and compelling evidence of meeting this standard to the satisfaction of the Purchasing Department prior to the award of a bid or quotation. Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so. The County has an obligation to the taxpayers to use our financial resources wisely. For all purchases over \$5,000.00, if the quality, service, price, and other factors are substantially equal, then the local vendor may be given an opportunity to match the lowest cost proposal, if the quotation or bid is within 5% of the lowest price proposal. This policy shall be so stated in all applicable solicitations. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia.

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 sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The party submitting the bid is solely responsible for delivering the bid to the exact location and by the time stated. The Purchaser reserves the right to reject any or all bids and to waive technicalities and informalities in bids, to accept in whole or in part, such bid or bids may be deemed in the best interest of the purchaser.

Award will be made to that responsive and responsible bidder with the best offer for Bulloch County, price and other factors considered.

### TERMS AND CONDITIONS

1. **CHANGES:** No change shall be made to this invitation except by written modification by the purchasing department.
2. **FOB DESTINATION POINT:** Bid prices shall include shipping to Statesboro-Bulloch County Mill Creek Park, 1388 Hwy. 24 East, Statesboro, GA 30461. Title to remain with vendor until fully accepted by County. Goods damaged or not meeting specifications will be rejected.
3. **Bid Identification:** The outside of the sealed envelope shall include the wording: **Electronic Sign Board; Bid Opening: March 6, 2015, @ 3:00 P. M.; Attn: Purchasing Manager.**
4. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of (60) sixty calendar days after time has been called on the date of opening.
5. **AWARD OF CONTRACT:** Award will be made to that responsible bidder whose bid, conforming to the invitation for bid, will be most advantageous to the County, price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party.
6. **EXCEPTIONS TO SPECIFICATIONS:** Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform should so note on a separate page if necessary and/or on bid schedule. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so

stated.

**7. PAYMENT:** Payments will be made upon completion of all work and acceptance by County on invoices submitted and approved by the proper County representative within (30) thirty days receipt of invoice.

**7.1** Itemize all invoices in full. Be sure our order number is on your invoice.

**7.2** Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order.

**7.3** Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. Certification will be furnished if requested.

**8. INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

**9. REGULATORY AGENCIES:** Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

**11. ANTI-DISCRIMINATION CLAUSE:** Bulloch County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or services provided.

**12. COMMODITY STATUS:** It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Bulloch County.

**13. DELIVERY:** Delivery shall be made to Bulloch County Parks and Recreation Department Mill Creek Park, 1388 Hwy. 24 East, Statesboro, GA 30461.

**14. COMPLIANCE:** The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the county's right to insist at any time on full compliance with any of the terms and conditions here in.

**15. PRODUCT COMPLIANCE:** Bidders must submit with their bid, the latest printed specifications and/or advertising literature to prove compliance with our specifications on the units they propose to furnish.

**16. QUESTIONS:** All questions concerning this invitation should be directed to the buyer whose name appears on the bottom of this page unless otherwise directed.

**17. INSURANCE:** Vendor shall maintain the following types and amounts of insurance: (i) statutorily required workmen's compensation insurance; (ii) comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and

with an endorsement naming Bulloch County as an additional insured; and (iii) automobile liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. **Certificate of insurance must be provided within the bid package.**

**18. QUALITY:** Any brand names or trade names used in the specifications are for the purpose of describing and establishing general quality levels.

For technical questions contact:

Broni Gainous, Marketing/Communications Coordinator, 912-489-9086 or  
bgainous@bullochrec.com

For procurement questions contact:

Faye Bragg, Purchasing Manager, 912-764-6245 or fmbragg@bulloch.net

**SHIPPING COSTS, IF ANY SHALL BE INCLUDED IN BID PRICES.**

Submit bid by one of the following (faxed bids are **not** accepted for sealed bids):

**Mailing Address**

Bulloch County Commissioners  
Attn: Purchasing Manager  
P.O. Box 347  
Statesboro, GA 30459

**Hand or Delivery Service Address**

Bulloch County Commissioners  
Attn: Purchasing Manager  
115 N Main St.  
Statesboro, GA 30458

## **Specifications**

It is the intent of the Bulloch County Board of Commissioners and the Statesboro Bulloch County Parks and Recreation Department to establish a contract with a qualified contractor to

supply and install a **Formetco Brand 16MM Electronic Sign Board that hosts a wireless connection or a hard wire connection to broadband internet** per the specifications. The sign board is to be installed onto an existing concrete block building. Building is located at Mill Creek Regional Park on the corner of Beasley Road and Highway 24 East.

**Brand Names/Models:** Any reference to a brand name or model is intended only for the purpose of establishing a minimum level of quality, technical or performance specification. Any make and model minimum specifications will be considered. Contractors, **including those offering specified brands, must furnish** catalog pages, cut sheets or other written technical and performance specifications sufficiently adequate for the County to evaluate the equipment. Failure to provide this information will result in the bid being determined to be non-responsive and not further evaluated. Specifications provided are nominal.

**1. Measurements/ Submittals**

Qualified vendors can meet with Broni Gainous on taking measurements of the location the sign is to be installed and assessing the area that work will be performed in. Upon request, an appointment can be made by calling 912-489-9086 or by email [bgainous@bullochrec.com](mailto:bgainous@bullochrec.com).

**2. Quality Assurance**

The awarded vendor must employ skilled workers who are licensed electricians and have performed this task of installing electronic sign boards on at least 3 different facilities. A minimum of 3 references is required.

**3. Delivery, Storage, and Handling**

Deliver no components to project until areas are ready for installation.

**4. Warranty**

1. Warranty shall provide material and labor to repair or replace defective materials on the sign and its operating software for at least 5 years.

**5. Sizes**

Cabinet Size - 3'-7.5625" H x 7'-9.9375" W x 7" D  
Display Size - 3'-4.3125" H x 7'-6.6875" W

*Specifications Continued*

**6. Pixels**

Pixel Pitch - 16  
Pixel Type - RGB Full Color

Physical Pixel Matrix - 64H x 144W  
Physical Pixel Count - 9216  
Physical Pixels/Sq Ft - 362.9  
LEDs/Sq Ft - 1088.7  
Colors Per Pixel - 1-R, 1-G, 1-B  
Number of Colors - 68,719,476,736  
Brightness - 9000 NITS  
Viewing Angles - 160° H & 60° V  
Character Height - 4.5 ins., 28 Characters/Line, 8 Lines  
Viewing Distance - 225 ft

**7. Sign Communication**

Sign must be able to communicate wirelessly or by hardwired data line, based on the availability of the technology at Mill Creek Park.

**8. Accessories**

Bolts needed to attach sign and support beams must be supplied if needed.

**9. Removal/Installation**

1. Removal and proper disposal of existing sign is the responsibility of the bidder.
2. Installation of a new electronic sign board onto the existing building is the responsibility of the bidder.

**10. Permits**

Awarded bidder shall be responsible for obtaining all permits and approvals from all regulatory agencies, if applicable. Shall be responsible, and pay for any permits and/or licenses for installation of the electronic sign board and for any and all related electrical work and/or permitting to provide required electrical work to allow electronic sign to be connected to Mill Creek Park's electrical system.

**11. Electrical**

1. All wiring should be completed according to codes set by the NEC and Bulloch County.

**12. Repairs**

Repair or replace damaged work to SBCPRD satisfaction.

*Specifications Continued*

**13. Cleaning and Protection**

Keep components clean during installation.

**14. Schedule of work**

Removal and installation of sign will be scheduled with the awarded vendor after all purchasing procedures have been met.

**15. Training/Maintenance**

Electronic sign board and its operating system shall be state-of-the-art, easily maintainable, and easy to use. Bidder will supply training on the board and its software for two full-time staff members.

**16. Awarded Bidder**

The awarded bidder shall have the project completed within sixty (60) calendar days of receiving the letter to proceed.



**(Exhibit B) BID FORM**

This is for removal, installation, and wiring of electronic sign board.

<b>Make</b>	<b>Model</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Total</b>

Shipping and Handling Cost: \_\_\_\_\_

Labor cost: \_\_\_\_\_

GRAND TOTAL FOR AN ELECTRONIC SIGN BOARD INCLUDING SHIPPING, HANDLING, AND LABOR: \$ \_\_\_\_\_

GRAND TOTAL IN WORDS: \_\_\_\_\_

Estimated lead time for delivery: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Print Name of Representative: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**(Exhibit C) NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the proposal:

**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 whatsoever; nor has the vendor or any of its employees or agents prevented or endeavored to prevent anyone from making a bid or proposal therefore by any means whatsoever; 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 \_\_\_\_\_

**(Exhibit D) VENDOR DECLARATION**

The vendor understands, agrees and warrants:

That the vendor has carefully read and fully understands the full scope of work.

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said scope of work.

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 and informalities in the bidding.

That by submission of this proposal the vendor acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.

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.

VENDOR:

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Name	Title
------	-------

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Name	Title
------	-------

AFFIX CORPORATE SEAL (if applicable)

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

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

**(Exhibit E) CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bulloch County, Georgia has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name 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).

**CHECK LIST**

The items listed below must be completed and returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- 1. Exhibit A, page 10 – Exceptions to Specifications Sheet
- 2. Exhibit B, page 11 – Bid Form (signature required)
- 3. Exhibit C, page 12 – Non-Collusion Affidavit (signature & notarization required)
- 4. Exhibit D, page 13 – Vendor Declaration (signature & notarization required)
- 5. Exhibit E, page 14 - Contractor Affidavit and Agreement
- 6. Certificate of Insurance as stated on page 4
- 7. Provide at least three references as stated on page 5.

**EXISTING SIGN: Corner of Hwy 24 East and Beasley Road,**

# Statesboro, Georgia



(SAMPLE CONTRACT)

BULLOCH COUNTY, GEORGIA  
Short-Form Construction Contract

AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **BULLOCH COUNTY**, a political subdivision of the state of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners (hereinafter “the County”) and \_\_\_\_\_ (hereinafter “the Contractor”).

The County and the Contractor hereby agree as follows:

1. Scope of Work; Specifications. The Contractor shall furnish all labor, materials, and equipment and perform all of the work for the Project described as

(DESCRIBE PROJECT)

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

A.

B.

The above-described documents are incorporated herein by reference and are as much a part of this Agreement as if fully set forth herein. Provided, however, that in the event of any conflict or ambiguity between the body of this Agreement and any above-described document, the body of this Agreement shall govern.

2. Time for Completion. The work shall commence upon the County’s issuance of a notice to proceed and shall be completed no later than \_\_\_\_ calendar days thereafter. Time is of the essence of this contract.

3. Contract Sum. The County shall pay the Contractor for the performance of the work in total the sum of \$ \_\_\_\_\_.

4. Progress Payments. The County shall make monthly progress payments on account of the contract, less retainage of \_\_\_\_%, based upon the Contractor’s submission to the County of an invoice detailing the work completed. The period covered by each invoice shall be one calendar month ending on the last day of the month, and payment shall be due within fifteen (15) days of the County’s receipt of the invoice; provided, however, that payments otherwise due may be withheld by the County on account of, but not necessarily limited to, the following reasons: unsatisfactory job progress; defective construction which has not been remedied; disputed work;

third-party claims filed or reasonable evidence that a claim will be filed; failure of the Contractor or its subcontractors to make timely payments for labor, equipment, and materials; damage caused by the Contractor to the County, other contractors, or subcontractors; or reasonable evidence that the contract cannot be completed for the unpaid balance of the Contract Sum.

5. Acceptance and Final Payment. Final payment shall be due thirty (30) days after completion of the work and acceptance by the County, subject to the County's right to withhold payment for the reasons stated in Section 4 of this Agreement.

6. Contract Documents. The contract includes this Agreement and any scope of work, specifications, drawings, or other documents incorporated herein by reference. This includes, but is not necessarily limited to, any documents attached to this Agreement as an exhibit. The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all. Any conflict or ambiguity between the body of this Agreement and any document incorporated herein by reference shall be governed by the body of this Agreement. The Contractor shall be responsible for verifying any and all measurements set forth in the Contract Documents before commencing any work hereunder.

7. Materials, Appliances and Employees. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades.

8. Permits, Licenses and Regulations. The Contractor shall secure and pay for all permits and licenses necessary for the prosecution of the work. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the County if the Contract Documents are at variance therewith.

9. Protection of Work, Property and Persons. The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

10. Access to Work. The Contractor shall permit and facilitate the observation of the work by the County and its agents and public authorities at all times.

11. Changes in the Work. The County may order changes in the work, the Contract Sum and time for completion being adjusted accordingly. All such orders and adjustments shall be in the form of a written change order to the contract executed by both the County and the Contractor. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

12. Correction of Work. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall

remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract and final acceptance of the work by the County unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by Contractor to County. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

13. Liquidated Damages. The County and the Contractor agree that time is of the essence of this contract and that the County's damages will be difficult or impossible to estimate should the Contractor fail to complete the Project within the specified time. Therefore, should the Contractor fail to complete the Project within the specified time, the County and the Contractor agree that the Contractor shall pay to the County the sum of \$\_\_\_\_\_ per day as liquidated damages, and not as a penalty, for each calendar day that the Project continues beyond the specified completion date. The County shall have the right to withhold any liquidated damages from amounts otherwise due the Contractor.

14. No Damages for Delay. In the event that the Contractor is delayed in the performance of the Project for any reason whatsoever, including but not limited to action or inaction of the County, another contractor or subcontractor, the Contractor shall not be entitled to any damages from the County for such delay, but the Contractor's sole remedy shall be an extension of time.

15. County's Right to Terminate Contract.

A. Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

B. Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

16. Insurance. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

A. Statutorily required workers' compensation insurance.

B. Commercial general liability insurance, with an endorsement naming the County as an additional insured, 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.

17. Builder’s Risk Insurance. If required, as indicated below, either the County or the Contractor shall purchase and maintain, with a company authorized to do business in the state of Georgia, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the Project. The insurance shall include interests of the County, the Contractor, Subcontractors and Sub-subcontractors in the Project and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The County’s purchase of builder’s risk through the ACCG-IRMA interlocal risk pool shall satisfy any obligation the County may have under this Section. Builder’s Risk Insurance shall be provided as follows:

- ( ) Not required.
- ( ) Furnished by County.
- ( ) Furnished by Contractor.

18. Payment and Performance Bonds. If indicated below, the Contractor shall furnish to the County prior to the start of construction payment and performance bonds in an amount equal to one hundred percent (100%) of the Contract Sum from a surety licensed to do business in the state of Georgia.

- A. Payment Bond:      Required ( )                      Not Required ( )
- B. Performance Bond:      Required ( )                      Not Required ( )

19. Separate Contracts. The County has the right to let other contracts in connection with the Project and the Contractor shall properly cooperate with any such other contractors.

20. 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 herein.

21. Cleaning Up. The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the Project he shall remove from the premises all rubbish, implements and surplus materials and leave the Project premises broom-clean.

22. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

23. Prevailing Wages. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics in each trade or occupation to be employed in the performance of this Agreement shall not be less than such specified hourly minimum rate of wage in the performance of this Agreement as required by law.

24. Notices. Any notices required or permitted pursuant to this Agreement shall be in writing and may be effected 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  
P.O. Box 347  
Statesboro, GA 30459  
Attn: County Manager  
Fax #: (912) 764-8634

With a copy to:

Jeff S. Akins, Esq.  
County Attorney  
P.O. Box 347  
Statesboro, GA 30459  
Fax #: (912) 764-8634

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

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

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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.

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

CONTRACTOR

BULLOCH COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

(Exhibit B) BID FORM

This is for removal, installation, and wiring of electronic sign board.

Make	Model	Qty.	Unit Price	Total
Formetco	16mm 4x8	1	10,512 <sup>00</sup>	10,512 <sup>00</sup>

Shipping and Handling Cost: 250<sup>00</sup>

Labor cost: 650<sup>00</sup>

GRAND TOTAL FOR AN ELECTRONIC SIGN BOARD INCLUDING SHIPPING, HANDLING, AND LABOR: \$ 11,412<sup>00</sup>

GRAND TOTAL IN WORDS: Eleven thousand four hundred twelve Dollars  
Four cent

Estimated lead time for delivery: 3-4 weeks

Company Name: Whitfield Signs

Company Address: 41 Bernard Lane Statesboro, GA 30461

Company Representative: Josh Whitfield

Title: Owner

Signature of Representative: 

Print Name of Representative: Josh Whitfield

Telephone Number: 912-681-6338

Fax Number: 912-681-7757

E-mail Address: josh@whitfieldsigns.com

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1)  Roads and Bridges	MEETING DATE (Box 2) March 17, 2015		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Request that the Board approve a contract with Peek Pavement Marking, LLC for \$124,750.00 for re-striping on approximately 92 miles of various county roads. The bid results are attached.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

For this project, the county solicited bids for re-striping in the southwest quadrant of the county. The list of roads selected is also attached.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	X
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)							
NEW BUSINESS (6d)	X						
OLD BUSINESS (6e)							
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	X	YES		YES	X	YES	✓	YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL	VKT	INITIAL		INITIAL	JKW	INITIAL	OB	INITIAL		INITIAL	✓
DATE	03/06/2015	DATE		DATE	3/11/15	DATE	3/6/15	DATE		DATE	3/4/15

COMMISSION ACTION AND REFERRAL (Box 9)	
APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

**MEMORANDUM**

Date: February 24, 2015  
 To: Tom Couch  
 From: Faye Bragg  
 Subject: Bid Opening for Various County Roads Restriping

Sealed bids were opened in the Library/Conference Room 102 at 115 North Main Street on February 24, 2015, at 3:00 pm for restriping of various county roads.

Three (3) bids were e-mailed on February 10, 2015, as well as being posted on the County's website and run twice in the *Statesboro Herald*. Four (4) bids were e-mailed as requested during solicitation. Addendum #1 was e-mailed on February 12, 2015 with a change of wording in the bid document and a new bid form. It was stated in addendum #1 that the addendum sheet must be signed and returned and the new bid form replaced the bid form sent in original bid and must be used or it would be just cause to not accept a submitted bid.

Six (6) bids were received:

Vendor	Total Bid	Vendor Declaration & Non-Collusion Affidavit	Contractor's Affidavit	Bid Bond	Addendum #1 & Correct Bid Form
Peek Pavement Marking, LLC	\$124,750.00	Yes	Yes	Yes	Yes
TMI Services, Inc	\$133,400.00	Yes	Yes	Yes	Yes
Mid State Construction & Striping Inc.	\$144,070.50	Yes	Yes	Yes	Addendum-Yes Bid form-No
Mid State Striping, Inc.	\$151,000.00	Yes	Yes	Yes	Yes
Southeast Centerline, Inc.	\$192,322.40	Yes	Not Notarized	Yes	Addendum-No Bid Form-Yes
East Coast Asphalt, LLC	\$223,140.80	Yes	Yes	Yes	Addendum-No Bid Form-Yes

Bid opening attendees: Kenneth Rowell (East Coast Asphalt), Kirk Tatum and Faye Bragg.

**NOTICE OF SOLICITATION: INVITATION TO BID  
BULLOCH COUNTY TRANSPORTATION IMPROVEMENT PROGRAM**

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**Roads to re-stripe 2015:**

1. Nevils – Denmark Rd. – 2.54 mi
2. Sandy Creek Farms – 2.0 mi
3. Martin-Lanier Rd – 0.78 mi
4. Mag Davis Rd – 0.51 mi
5. Johnny White Rd – 0.72 mi
6. Twin Forks Rd – 1.59 mi
7. Hightower Rd – 0.78 mi
8. Old Bowen Store Rd – 2.73 mi
9. Pine Inn Rd – 0.5 mi
10. Coley Boyd Rd – 1.21 mi
11. Zell Miller Blvd – 1.13 mi
12. Jimps Rd – 0.65 mi
13. Agri-Business Rd – 0.36 mi
14. Parrish Rd – 2.49 mi
15. Cypress Lake Rd – 7.73 mi
16. Blankenbaker Rd – 1.10 mi
17. Joe Hodges/Lotts Creek Rd – 3.74 mi
18. Old Riggs Mill Rd – 2.54
19. Westside Rd – 11.20 mi
20. Fred Blitch Rd – 3.95 mi
21. Harvey Wilson Rd – 1.46 mi
22. Brannen Rd – 2.31 mi
23. Cypress Lake Dr – 0.78 mi
24. W.D. Peacock Rd – 0.52 mi
25. Lake Collins Rd – 2.29 mi
26. Ben Grady Collins Rd – 2.02 mi
27. Cowboy Way – 0.46 mi
28. Portal-Metter Rd – 3.54 mi
29. Willow Hill Rd – 2.82 mi
30. Jesse Holloway Rd – 0.69 mi
31. Banks Dairy Rd – 5.66 mi
32. Isaac Akins Rd – 3.37 mi
33. Williams Rd – 5.25 mi
34. Friendship Church Rd – 2.94 mi
35. Nessmith Rd – 0.8 mi
36. Miller St Ext – 2.11 mi
37. Simons Rd – 1.12 mi
38. Highpoint Rd – 1.35 mi
39. Turkey Trail – 0.70 mi
40. Skye Dr – 0.8 mi
41. Hodges Cir – 0.61 mi
42. Rolling Woods Sub – 1.5 mi
43. John's Ln – 0.86

**Total 92.21 mi**