BILL C. PEACOCK
Director - Purchasing

DOUGLAS COUNTY BOARD OF COMMISSIONERS

PURCHASING DEPARTMENT
8700 Hospital Drive • Douglasville, GA 30134
Telephone (770) 920-7247 • Fax (770) 920-7219

DOUGLAS COUNTY, GEORGIA, BOARD OF COMMISSIONERS
Purchasing Department
5/20/2015
INVITATION TO BID
Solicitation No. 15-009

SIDEWALK INSTALLATION

The Douglas County Board of Commissioners is accepting sealed Bids for the installation of approximately 5,600 linear feet of sidewalks including handicap ramps.

All information for interested Bidders, and Bidding documents may be obtained at the office of the Douglas County Purchasing Department, (770.920.7263), located on the third floor of the Douglas County Courthouse, at 8700 Hospital Drive, Douglasville, Georgia.

Bids will be opened at 2:00 pm ET on the Bid Due Date in the Purchasing Bid Opening Room on the third floor of the Courthouse. You are invited to attend, or submit your Bid prior to the deadline. Each Bid must be submitted in an opaque sealed envelope, addressed to:

Douglas County Board of Commissioners
Bill Peacock - Purchasing Director
3rd Floor
8700 Hospital Drive
Douglasville, Georgia 30134

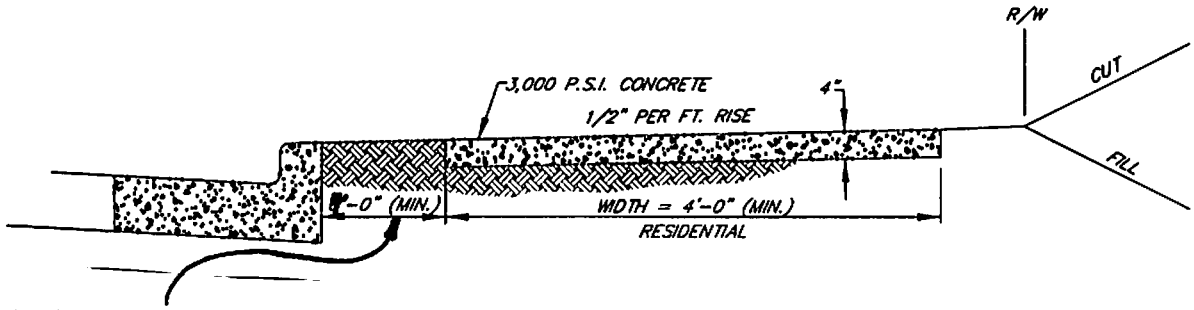
The Bid Due Date is June 17, 2015 no later than 2:00 pm ET. Each response should be marked on the outside of the envelope with: **"2015 Sidewalk Installation Package Bid, Sol Number 15-009".** Bids may be mailed or personally delivered to the Purchasing Department and the envelope should bear on the outside, the name and address of the Bidder, and their License Number and classification for the State in which the project is located (if applicable.) If the Bid is sent through the mail or other delivery system, the sealed envelope containing the Bid must be enclosed in another envelope with the notation "BID ENCLOSED" on the face of it and addressed to:

Douglas County Board of Commissioners
Bill Peacock - Purchasing Director
3rd Floor
8700 Hospital Drive
Douglasville, Georgia 30134

Douglas County reserves the right to waive any informalities, to reject any and all Bids, to evaluate Bids, to accept portions of any Bids and to accept any Bid, which in its opinion, may be in the best interest of the County. The County reserves the right to add to or delete from the contract after the contract has been awarded.

No Bid will be received or accepted after the above specified date and time of the Bid opening. Bids submitted after the designated date and time will be deemed invalid and returned unopened to the Bidder.

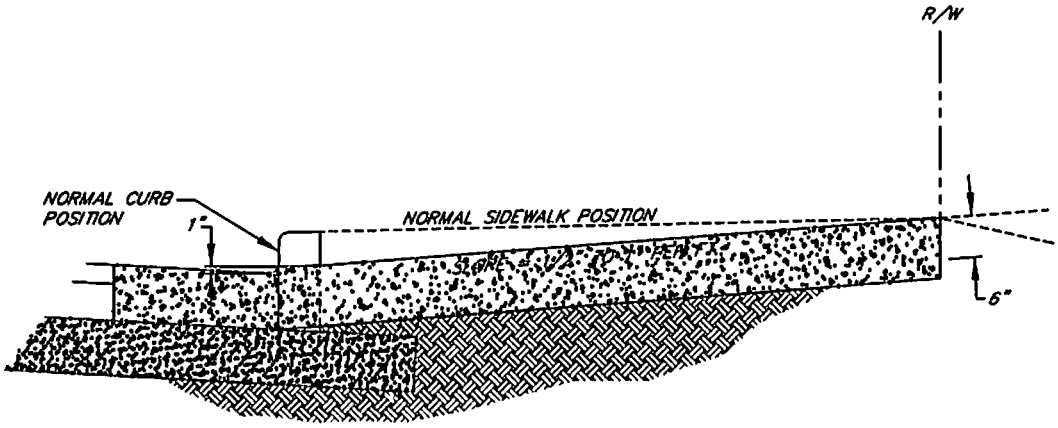
No Bids may be withdrawn within sixty (60) days after the Bid opening and all Bids shall remain firm during this period. Once the contract has been awarded and signed the Bid prices shall be valid for a period of one (1) year.



Width varies – match existing sidewalks

TYPICAL SECTION OF SIDEWALK

N.T.S.



SIDEWALK SECTION AT DRIVEWAY

N.T.S.

NOTE:

1. CONCRETE TO BE PLACED 4" THICK AND FINISHED WITH TAMPS, WOOD FLOATS AND STIFF-BRISTLE BROOMS.
2. TRANSVERSE CONTRACTION JOINTS SHALL BE PLACED AT 10 FT. INTERALS. NO CONTRACTION JOINT TO BE PLACED IN SIDEWALKS IN DRIVEWAYS. ALL EDGES TO BE ROUNDED TO 1/4" RADIUS.
3. 1/2" EXPANSION JOINTS SHALL BE PLACED WHERE SIDEWALKS TIE INTO A STRUCTURE OR TERMINATE AT CURB, RAMPS OR DRIVEWAYS OR A MAXIMUM OF 150 FEET APART.

TYPICAL SIDEWALK DETAILS

DC-STD No. 1.06 N.T.S.

Douglas County Engineering Depatment		
1/04/01		DC - STD 1.06

CONCRETE WALKS

DESCRIPTION OF WORK:

Concrete walk construction includes, but is not limited to preparing the subgrade, the furnishing, placing, forming, finishing, curing and jointing of 3000 psi concrete on prepared subgrade for sidewalks and handicap ramps, erosion control, fine grading and grassing of area.

JOB CONDITIONS:

Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

Provided flagmen, barricades, warning signs, and warning lights for the movement of traffic and to cause the least interruption of the work.

Existing Utilities: Locate all existing underground utilities in the areas of work including verification of nature and exact location of any utility indicated. If utilities are to remain in place, provide adequate means of protection during earthwork operations.

Should unexpected piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Any change in workload due to changes at site prior to or during construction (i.e. trash or debris dumped into work area, erosion washouts from storms, etc.) will be remediated by the contractor with no additional charge.

MATERIALS:

Forms: Either full depth steel or wood forms of a size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use forms that are straight and free of distortion and defects.

Use flexible spring steel forms or laminated boards to form radius bends as required.

Concrete: Design the mix to produce standard-weight concrete

consisting of Portland cement, aggregate and water to produce the

following properties:

Comprehensive Strength: 3000 psi minimum at 28 days as determined by ASTM C39.

Slump: 2 - 4 inches maximum per ASTM C143.

Air Content: 0% to 6%.

Joint Filler: Performed joint filler meeting AASHTO M153 or AASHTO M213.

SUBGRADE PREPARATION:

Remove loose material from compacted subgrade immediately before placing concrete.

FORM CONSTRUCTION:

Set forms to the required grades and lines, rigidly braced and secured.

Check completed work for grade and alignment to the following tolerances:

Top of form: Within 1/8 inch of design line and grade.

Vertical face: Not more than ¼ inch in 10 feet from vertical.

Thoroughly clean forms and coat with form release agent as required to ensure form separation from concrete without damage before placing concrete.

Do not place concrete until subgrade and forms have been checked for line and grade. Moisten subgrade as required to provide a uniform dampened condition at the time concrete is placed.

Place concrete in one course, monolithic construction, for the full width and depth of walks.

Spread concrete as soon as it is deposited on the subgrade using methods, which prevent segregation and separation of the mix, and with as little re-handling as possible. Consolidate concrete along the face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Discontinue vibration before segregation or excessive surface grout occurs. Perform any necessary hand spreading and consolidation with hand tools, which will not cause segregation and separation.

JOINTS:

General: Construct expansion and weakened plane contraction joints true to line with face perpendicular to surface of the walk, unless otherwise shown. Construct transverse joints at right angles or radial to the walk centerline, unless otherwise shown.

When the walkway is abutting existing walks, place transverse joints at intervals equal to walk width, unless otherwise shown. Construct joints for a depth equal to at least 1/3 of the walk thickness, using one of the following procedures:

Tooled Joints: Form joints in the fresh concrete by grooving the top portion of slabs and finishing edges to a ¼ inch radius.

Sawed Joints: Cut joints, approximately 3/16 inch wide, into hardened concrete as soon as the surface will not be torn, abraded, or otherwise damaged by the cutting action at 10 foot intervals.

Expansion Joints: Form expansion joints with ½ inch thick pre-molded joint filler. Locate transverse expansion joints no more than 150 feet apart. Where walks abut curbs, existing walks, walls, catch basins, manholes, or other structures, provide expansion joint.

Furnish joint filler in one-piece, which extend the full width and depth of the joint. After concrete is finished, trim any protruding joint material flush with concrete surface.

HANDICAP RAMPS:

Handicap ramps shall be installed at all intersections and shall meet ADA requirements and specifications including truncated dome indicators on each ramp surface.

CONCRETE FINISHING:

After striking off and consolidating concrete, smooth the exposed surface to a uniform finish by Screeding and floating. Before the surface is given the final finish, test the surface for trueness with a 10 foot straightedge. Correct any irregularities more than 1/8 inch in 10 feet. Round all edges to ¼ inch radius. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as follows: Broom finish, by drawing a fine-hair broom across the concrete surface, perpendicular to walk centerline.

CURING:

Protect and cure finished concrete walks as required by the Department of Transportation Standard Specifications.

Appearance: The finished product shall be free of stains, trash, debris, or any other related material.

PAYMENT:

Payment will be based on satisfactory completed sidewalks as approved by Development Control and based on the unit price per linear foot of sidewalk installed. $5,000 will be withheld from the final payment until the stabilization is complete and satisfactory to Douglas County.

GRASSING

SUMMARY OF WORK AND MATERIALS:

The extent of grassing consists of those areas, which are disturbed by operations of the Contractor and are not covered over by improvements, except where specifically noted otherwise, together with any additional areas directed by the Engineer.

Types of work include, but are not limited to: fine grading, furnishing and applying soil amendments, seeding, mulching. Portions of the project will require sod to be replaced on all disturbed areas. The replacement sod shall be a similar variety to what was removed.

Fine grading: All exposed areas resulting from construction shall be backfilled, graded, and compacted to assure a smooth transition from the sidewalk to existing, undisturbed areas. Roll and rake, remove ridges, and fill depressions to meet finish grades.

Furnishing and applying soil amendments:

Lime: Natural limestone shall be applied in accordance with the Georgia Department of Transportation Standard Specifications if so directed by the Engineer.

Fertilizer: The Contractor may select Fertilizer Mixed Grade such as 10-10-10,6-12-12, or 5-10-15 or any other analysis within the following limits: Nitrogen 5-10%, Phosphorus 10-15% and Potassium 10-15%. The fertilizer shall be spread uniformly over the ground surface at the approximate rate of 1,200 pounds per acre.

Nitrogen: Nitrogen shall be applied in accordance with the Georgia Department of Transportation Standard Specifications if so directed by the Engineer.

Seeding: The area to be seeded shall be free of stones larger than 1-1/2 inches in any dimension, sticks, roots, rubbish, and any other extraneous matter. Also, the grassing shall match the type of grass which may be planted and growing on the adjacent lawn. If the adjacent lawn is sodded, the sod shall be replaced after excavation. Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentages of purity, germination, and weed seed for each grass seed species. Sow lawn seed only during normal planting seasons for each type of lawn work required.

Mulching: All seeded areas shall be mulched. The quantity of mulch to be applied shall be that required to evenly cover the ground to a depth of at least three quarters of an inch and not more than one and one-half inches. Mulch shall be applied immediately after seeding.

CONDITIONS:

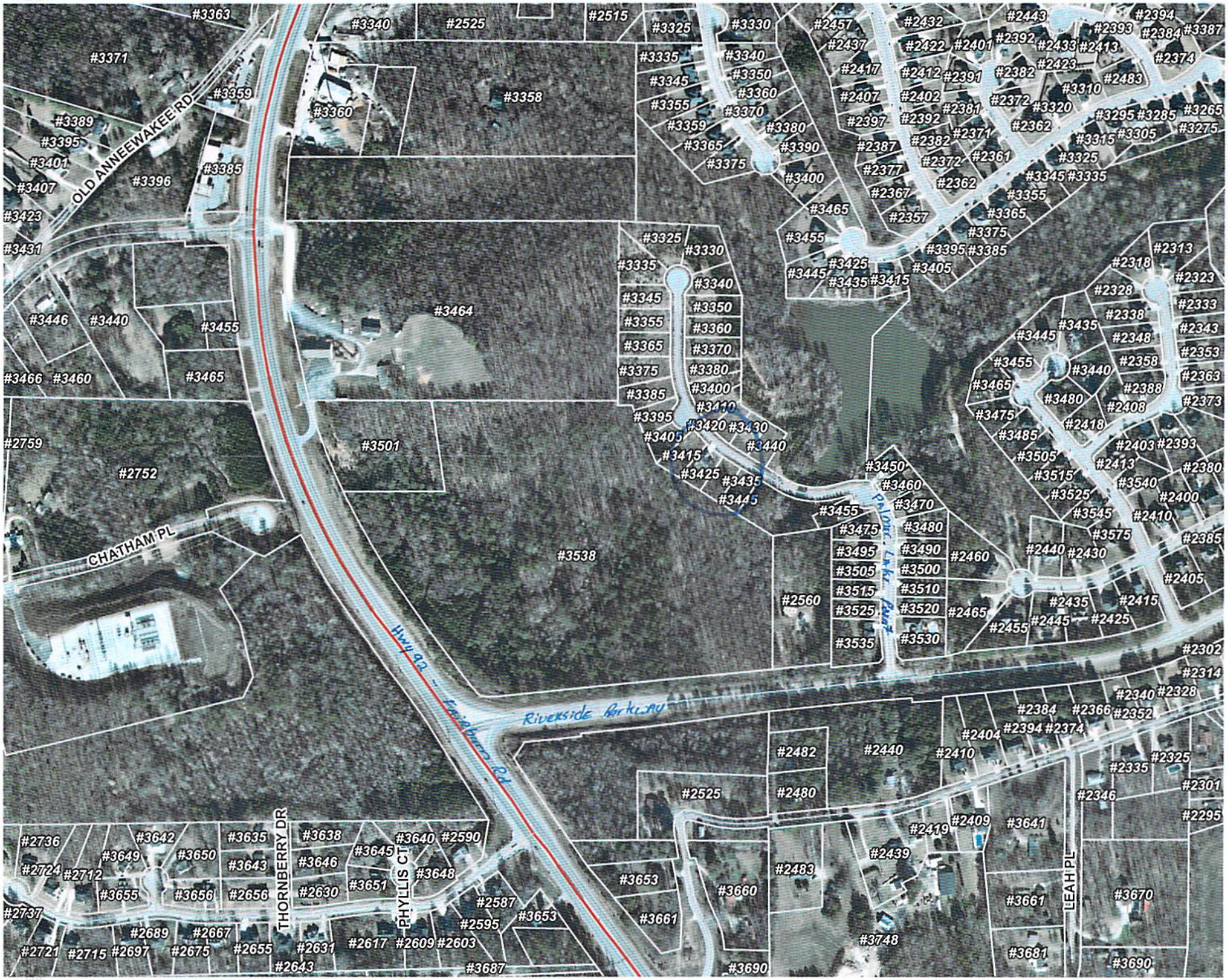
Work: When work is substantially completed, including maintenance, the Engineer will, upon request, make an inspection to determine acceptability.

Rejected work: Continue specified maintenance until re-inspected by the Engineer and found to be acceptable.

Coverage: Grassed areas will be considered acceptable when a viable stand of grass covers at least 98 percent of the total area with no bare spots exceeding one square foot and the ground surface is fully stabilized against erosion. The grassed areas shall also be free of weeds and surface irregularities. Sodded areas will be considered acceptable when the grass is well-rooted and free of weeds and other undesirable vegetation.

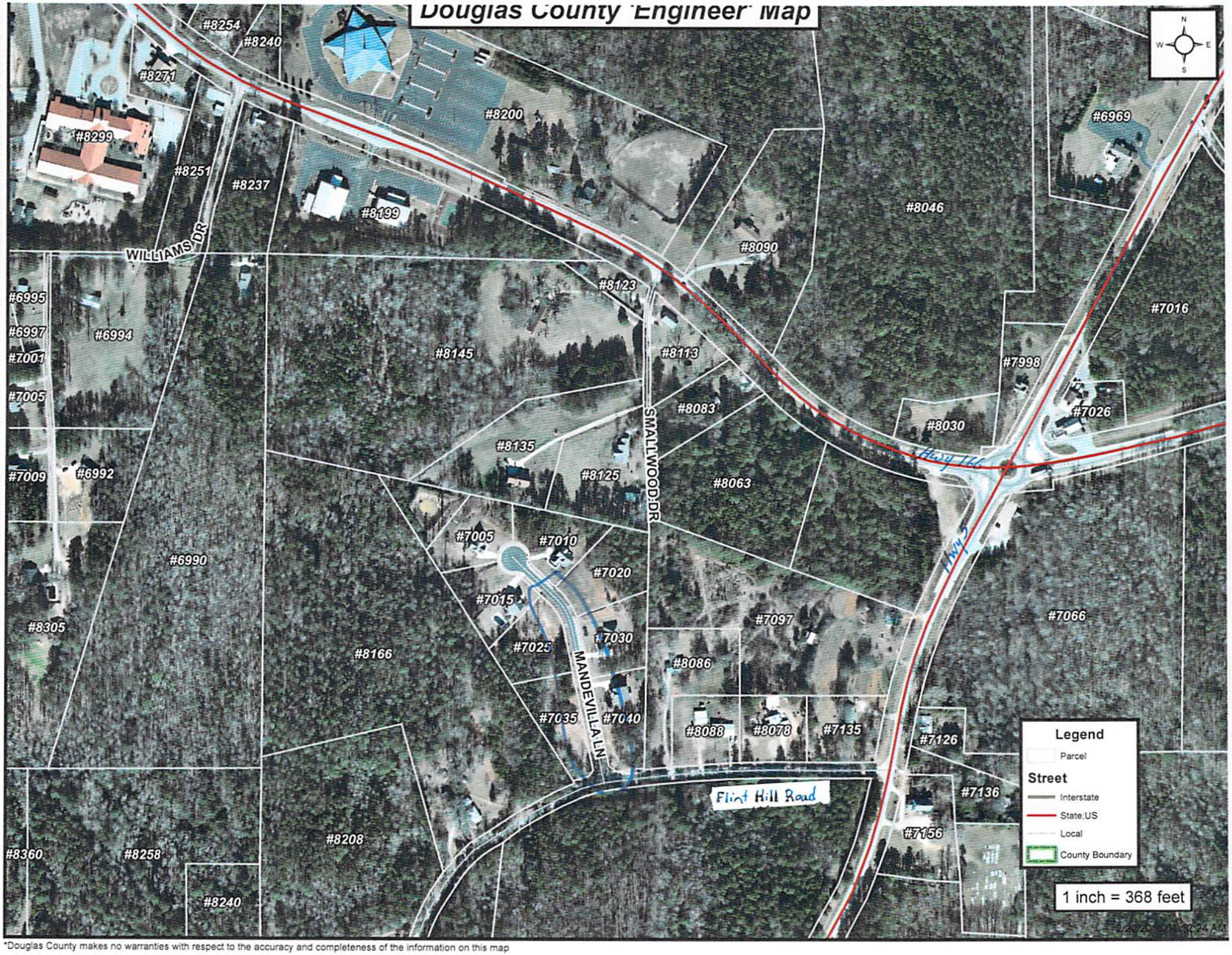
PAYMENT:

Payment shall be included in the unit price for sidewalks.

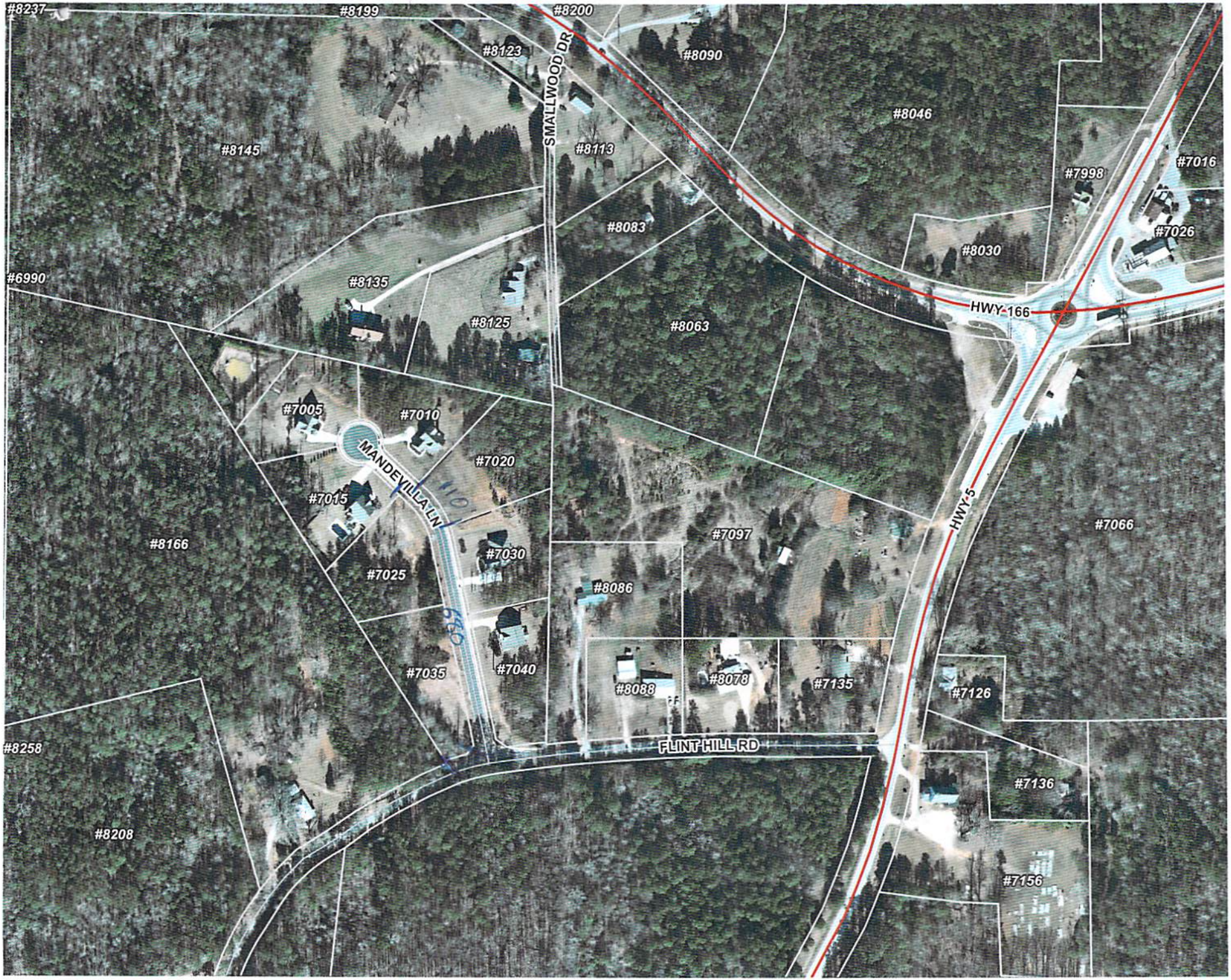

OLD ANNEEWAKEE RD
CHATHAM PL
THORNBERRY DR
PHYLLIS CT
LEAH PL
Riverside Parkway
Fairburn Rd
Palour Lake Point

West River Place Unit 3

Douglas County Engineer Map



*Douglas County makes no warranties with respect to the accuracy and completeness of the information on this map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SMALLWOOD DR
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HWY-166
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#7010
MANDEVILLA LN
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HWY-5
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FLINT HILL RD
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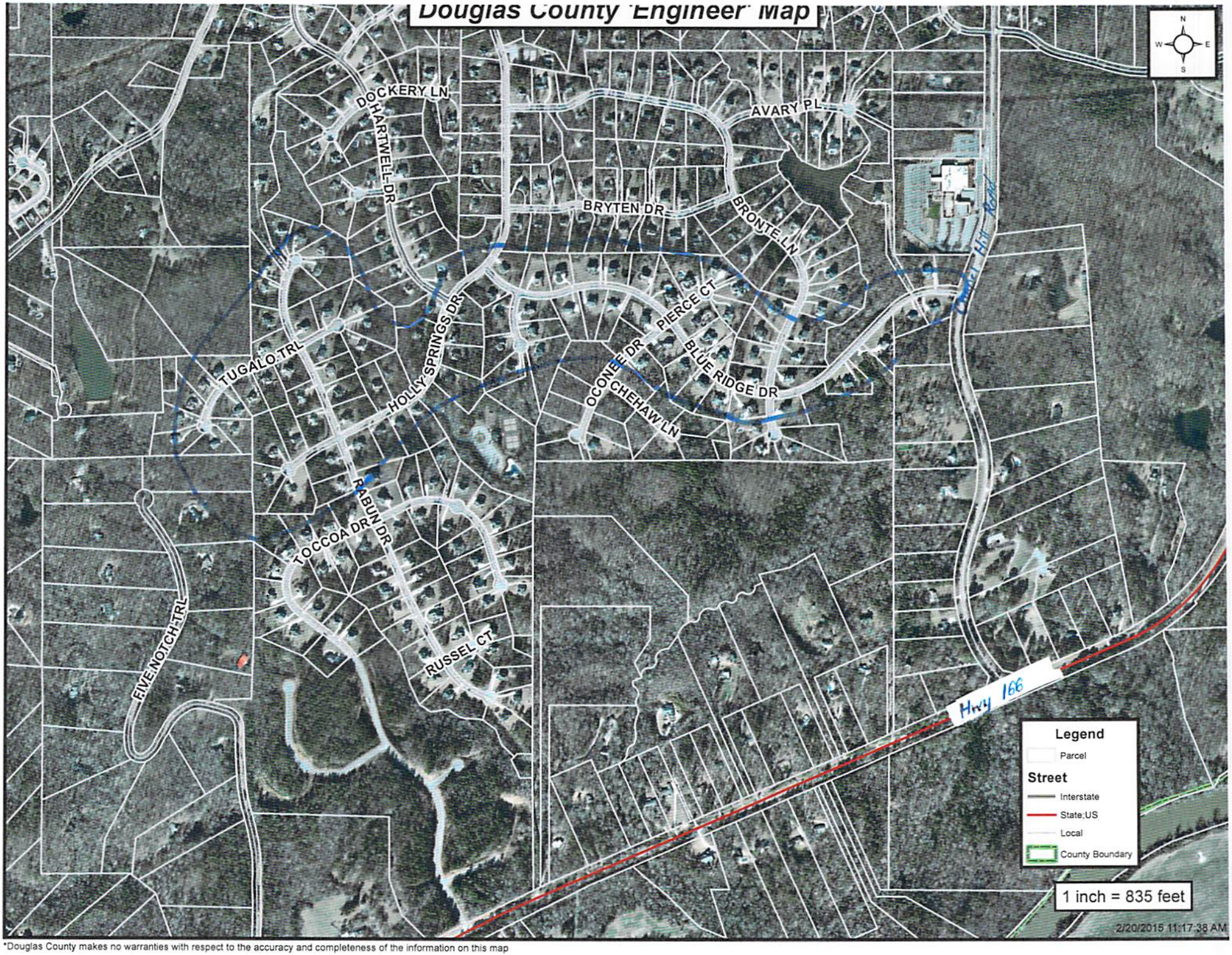
Douglas County Engineer Map



*Douglas County makes no warranties with respect to the accuracy and completeness of the information on this map

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#4300
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11
Ramp
CHAPEL HILL RD
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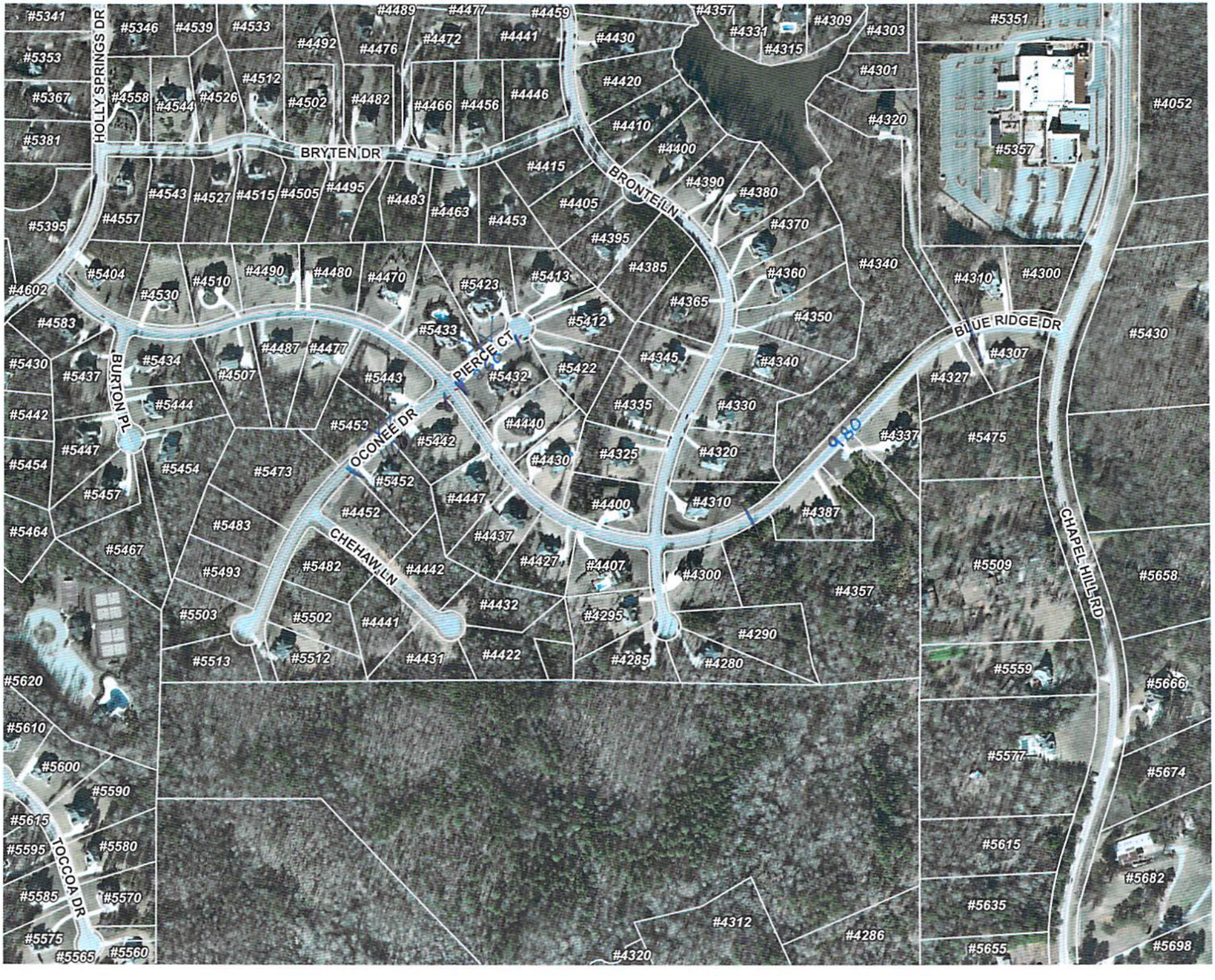
#5430
#4327


HOLLY SPRINGS DR
BRYTEN DR
BRONTE LN
PIERCE CT
OCONEE DR
CHEHAW LN
BURTON PL
TOCCOA DR
BLUE RIDGE DR
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SUMMARY OF WORK

PROJECT DESCRIPTION

Concrete walk construction includes, but is not limited to preparing the subgrade, the furnishing, placing, forming, finishing, curing and jointing of 3000 psi concrete on prepared subgrade for sidewalks and handicap ramps, backfilling and grassing in Holly Springs, West River Place Unit 3, and Mandevilla Acres. There is approximately 5,600 feet of sidewalk to be installed and 17 handicap ramps that must be installed. Of the 5,600 feet of sidewalk, approximately 3,600 linear feet will require sod to be installed in the disturbed areas and the remaining 2,100 linear feet can be seeded and temporarily stabilized with straw.

General: Limit use of the premises to construction activities in areas indicated; allow for owner occupancy and use by the public.

Confine operations to areas located within the right-of-way. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

Keep access points serving properties clear and available to the project owner and individual property owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment at work locations.

Contractor to return all items and all areas disturbed, either directly or indirectly by work under these specifications, to their original condition or better, as quickly as possible after work is started. Promptly restore ground surfaces and vegetation.

Exercise extreme care to minimize damage to property leading on to and adjacent to the construction site. Repair and/or replace any damage resulting from Contractor's activities in a manner acceptable to the property owner and the Development Services Director as soon as practicable.

Contractor will be responsible for all erosion and sedimentation control in all of the defined work areas and any other areas disturbed by the contractor.

All construction debris and waste shall be disposed of in a legal manor.

Accessibility and Maintenance:

For the convenience of the public, the Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public.

Construction operations shall be scheduled and executed in such a manner as to cause minimal inconvenience to owners of abutting property. Convenient access to all property, road, highways, sidewalks and driveways affected by Work shall be maintained. Routes normally used by vehicular traffic shall be safely negotiable without slipping, sliding or loss of traction. Maintenance operations are to be performed on a day to day basis as necessary to provide access at all times. Once construction operations have begun, it shall be the Contractor's responsibility to maintain access until final Project acceptance.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each work day, and at other times when construction operations are not in progress for any reason, the Contractor shall remove all equipment and other obstructions from that portion of a roadway intended for public use.

Access to fire hydrants and fire alarm boxes shall be maintained by the Contractor throughout the prosecution of the Work. Hydrants, alarm boxes, and standpipe connections shall be kept clear of obstructions and visible at all times. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.

Utility companies and public agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

CONTRACT

This **AGREEMENT** made and entered into this _____day of _____, 2015 by and between Douglas County, Georgia (Party of the First Part, hereinafter called the County), and _____**, (**Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for the consideration herein mentioned and under the provision of the Performance Bond and Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing proposal made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions, and this Agreement, shall all form essential parts to this Agreement. The work covered by this Agreement includes all work shown on plans and specifications and listed in the conditions and specifications to wit: Installation of approximately 5,600 linear feet of sidewalks including H/C ramps as per contract documents.

The Contractor awarded work under this contract shall commence work within ten (10) days after the issuance of the Notice to Proceed and shall fully complete all work hereunder within **120** calendar days from and after said date.

If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the County as liquidated damages and not as a penalty, the amount of One Thousand Dollars (**$1,000**) per day as liquidation of the extra expense incurred by the County and liquidated damages to the County.

The County shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract, which shall in no event exceed **$00.00** based on the proposal which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the County that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the County may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the County to the payment of such just claims.

When the Contractor has performed in accordance with the provisions of this Agreement, Douglas County shall pay to the Contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this Agreement, if any. In the event that Douglas County fails to pay the Contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the Contract, the County shall pay the Contractor interest at the rate of l/2% per month or pro rata fraction thereof, beginning the sixty-first (61st)

day following receipt of the pay request. The Contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments.

It is further mutually agreed between the Parties hereto that if, at any time after the execution of the agreement and the Performance Bond for its faithful performance and the Payment Bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

(Signatures Next Page)

Douglas County, Georgia

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

DOUGLAS COUNTY, GEORGIA

By: _____
Tom Worthan, Chairman
Douglas County Board of
Commissioners

ATTEST:

_____
Signature

_____
Print Name
Clerk, Douglas County
Board of Commissioners

CONTRACTOR: _____.

By:_____
Signature

_____
Print Name

_____
Title

ATTEST:

_____
Signature

_____
Print Name
Corporate Secretary
(Seal)

APPROVED AS TO FORM:

_____
Signature
Douglas County Staff Attorney

DOUGLAS COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
SIDEWALK INSTALLATION BID FORM

Douglas County, Georgia
Purchasing Department
Bidder Response Sheet
Solicitation No. _____ Date: _____

Re: _____

Vendor Name: _____

Services to be Offered		Unit Cost	Sub-total	
Sidewalk Installation	5600 linear feet			
Sod Installation	3600 linear feet			
	TOTAL			

Payment Terms: _____

Pricing Valid Until Date: _____

Date: _____

Telephone: _____

Email Address: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Douglas County Board of Commissioners
Administrative Services Division
Purchasing Department
(Revised 10/09)

GENERAL CONDITIONS

PURPOSE

1. The purpose and intention of this invitation to bid issued by the Douglas County Purchasing Department is to afford all suppliers an equal opportunity to bid on all operating supplies, services, equipment, maintenance and repairs that are listed in the accompanying documents.

SPECIFICATIONS

2. Whenever standard Douglas County specifications are specified in any invitation to bid, or request for proposal, all bidders must comply with these specifications. Specifications other than standard specifications are to be considered as setting a standard of quality suitable to permit competition and at the same time protect the integrity of the purchasing process. It is the overall intent of the specifications to insure that the minimum needs of the County are met.

   Brand or trade names used herein are intended to establish quality standards, and are not intended to limit or eliminate competition.

   The County does reserve the right to specify that particular specifications be strictly adhered to, and brand or trade names not be substituted.

PURCHASING POLICY

3. All bidders are hereby put on notice that, in all purchasing and related activities, the Douglas County Purchasing Department shall pursue a policy of securing the greatest possible economy consistent with grades of quality of supplies and services that are adapted to the purpose for which they are required.

AWARD OF CONTRACT

4. The award of all contracts will be made in conformity with the above purchasing policy. Douglas County reserves the right to award items separately, grouped or on an "all or none" basis and to reject any or all bids and waive all informalities.

PRICING

5. All prices should be quoted in the unit of measure as required and shall be firm until bid is awarded unless otherwise specified.

CANCELLATION OF CONTRACT

6. In any of the following cases the Purchasing Department has the right to cancel any contract entered into under these Purchasing Rules and Regulations;
    a. Breach of Contract;
    b. In the event the contractor fails to furnish a satisfactory performance bond within the time specified, when such bond is required;
    c. Failure of the contractor to make delivery within the time specified in the contract;
    d. In the event any commodity of equipment is rejected for failure to meet specifications, non-conformity with sample or the items are not in good condition when delivered;
    e Wherever the contractor is guilty of misrepresentation; i.e., misbranding of food or drugs;
    f. Wherever the contract was obtained by fraud, collusion, conspiracy or other unlawful means, or the contract conflicts with any statutory and constitutional provision of the State of Georgia or the United States; or
    g. Wherever Douglas County deems that a cancellation is in the best interest of the County provided that the Vendor be notified of such cancellation prior to production and/or shipment.

PERFORMANCE BONDS

7. Douglas County reserves the right to require a performance bond on all awards over $1,000.00.

NON PERFORMANCE

8. In the event contractor fails to perform in accordance with the specifications, the contractor will be deemed to be in default. The Purchasing authority shall notify the contractor verbally and in writing of incidence of nonperformance. If the contractor fails to perform in accordance with the contract specifications, within five (5) days after notice, as provided herein, the Purchasing Manager shall take appropriate action including but not limited to contract cancellation, collection proceedings, suspension or disbarment.

SUBSTITUTIONS

9. If bidding other than specified in the bid proposal, state brand, model number and submit illustrations and descriptive literature with bid in order that quality, suitability, and compliance with the specifications may be determined. Failure to do so may cause your bid to be disqualified.

DISCOUNTS

10. Discounts will be considered when making an award.

QUANTITIES

11. Douglas County reserves the right to increase or decrease the quantity as necessary at the same prices and terms stated in sellers bid proposal.

DELIVERY

12. All deliveries shall be F.O.B. Destination, Douglasville, Douglas County, Georgia. If the vendor fails to make delivery within a satisfactory time, Douglas County reserves the right to cancel the item and to purchase elsewhere charging the re-procurement costs, i.e., increase in price, cost of handling (if any), to the original vendor making the unsatisfactory, late or non-delivery cause for cancellation.

PAYMENT

13. Payments will not be made in advance. Payments will be made after satisfactory delivery and acceptance by Douglas County for goods and/or services.

BID RESPONSE

14. Bids should be submitted on the forms provided for this purpose and should be filled out with ink or typewritten and signed in ink. Do not erase, correct or white over any prices or figures necessary for the completion of this bid proposal. If any corrections are necessary, each one should be initialed. Failure to comply with these requirements may cause your bid to be disqualified.

CONTRACTUAL SERVICES

15. At the option of Douglas County and acceptance by the contractor this contract may be extended for two (2) additional twelve (12) month periods not to exceed 36 months at the same terms and prices.

INSURANCE

16. For general contracting exposure.

A) INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. The Contractor and Subcontractors shall secure and maintain during the life of this contract Worker's Compensation Insurance for all of their employees employed at the site of any Douglas County project, at statutory limits. The Employer's Liability shall have limits not less than $500,000.
2. Comprehensive General Liability Insurance – shall be in limits no less than $1,000,000 combined single limit per occurrence for aggregate or property damage. Property damage insurance shall be in broad form including complete operations.
3. Automobile liability coverage for owned, non-owned and hired. Such insurance shall be in limits no less than $1,000,000 combined single limit per occurrence.
4. Professional liability shall be in limits no less than $2,000,000 each claim made, and annual aggregate of $3,000,000

B) OTHER INSURANCE PROVISIONS

1. <u>General Liability, and Automobile Liability insurance</u>

A. The Owner and its officers, officials, employees and volunteers are to be covered as additional insured's with regards to any liability arising out of activities performed by or on behalf of the Contractor.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.

C. The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against Douglas County and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after ninety (90) days' prior written notice by certified mail, return receipt requested, has been given to the Owner, Douglas County, Georgia, in care of the Douglas County Purchasing Department.

C) ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or otherwise acceptable to the Owner.

D) VERIFICATION OF COVERAGE.

Contractor shall furnish Douglas County with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. Douglas County further reserves the right to require complete, certified copies of all required insurance policies at any time.

E) SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Douglas County may request evidence of subcontractor's insurance at any time.

LOCAL PREFERENCE

17. Douglas County Board of Commissioners has approved the utilization of a local county preference to the Douglas County Code of Ordinance. The local preference may be used and allows for a local firm to be awarded the bid when not the lowest bidder, if the lowest bid is within 3% of the local company's bid amount, except for construction services, and road project expected to exceed $20,000, which will be subject to Georgia State law. If all bidders are local firms, this section does not apply.

INDEMNIFICATION AND GENERAL CONSTRUCTION TERMS

18. The contractor hereby agrees to protect, defend, indemnify and hold the county and its merit and contract employees, agents and officers free and harmless from any and all loses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the county arising in favor of any party.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at the sole expense of the contractor. Contractor also agrees to bear all other costs and expenses related, thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against contractor or the county or to enlarge in any way the contractor's liability but is intended solely to provide indemnification of the county from liability for property damage, property loss, personal injury, bodily injury or death to the contractors, the contractor's employees or any third persons or property arising from the contactor's performance hereunder.

The contractor agrees to keep informed and comply with all Federal, State, and local laws, policies, regulations, ordinances and codes, but not limited to, the contractors duty to provide a safe work environment and road conditions for the contractor's employees, subcontractors, county employees and third parties. This provision confers all safety responsibility, to include but not limited to, knowledge of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), Standard Highway Signs (SHS), Utility Accommodation Policy and Standards Manual, safety management, human resource management, and traffic management as it relates to all methods and forms of employee hiring and retention, safety signage, fall prevention, warning devices, safety barricades, safety fencing, work zone flaggers, scaffolding, motorist and pedestrian road and sidewalk detour direction and all other regulated safety requirements for the duration of The Work as is necessary to provide for the health and safety of the Contractor's employees, subcontractors, county employees, pedestrians, motorists and all third parties. Where and when applicable, warning devices shall be placed prior to the commencement of any road improvement work on any roads and shall remain in place until the conclusion of all Work.

GEORGIA SECURITY AND IMMIGRATION ACT OF 2006

19. As of July 1, 2007, all contracts with Douglas County must have a certification from the Contractor that they comply with the Georgia Security and Immigration Act of 2006. This requires all those individuals, firms, contractors, consultants, etc., contracting with the County to execute the Contractor Affidavit and Agreement. If subcontractors are engaged, they are required to execute the Subcontractor Affidavit. These affidavits are available to download from the Douglas County Purchasing Department website, located at www.celebratedouglascounty.com, or may be attached for your convenience in compliance with this requirement.

DISPUTE RESOLUTION

20. The jurisdiction and venue of any dispute arising out of this agreement shall lie with in the Superior Court of Douglas County, Georgia, and the governing law shall be the law of the state of Georgia.

AFFIDAVIT VERIFYING STATUS FOR COUNTY PUBLIC BENEFIT APPLICATION-

21. The SAVE program is a federal program that is designed to check the immigration status of aliens who are applying for federal, state, or local public benefits. Although, this federal program is voluntary for most governments, it is mandatory in Georgia because OCGA 50-36-1 requires all levels of government to participate in this program. When an alien applies for a public benefit through our county government, he or she is now required to sign an affidavit stating that they are either a U.S. citizen, legal permanent resident or a qualified alien. If they check that they are not a U.S. citizen, the county must process their alien registration number through the SAVE system to ensure they are legally in the country and thus qualified to receive the public benefit for which they have applied. This affidavit is available to download from the Douglas County Purchasing Department website, located at www.celebratedouglascounty.com, or may be attached for your convenience in compliance with this requirement.