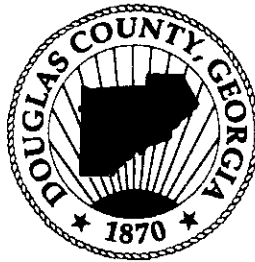


BILL C. PEACOCK  
Director - Purchasing



**DOUGLAS COUNTY BOARD OF COMMISSIONERS**  
**PURCHASING DEPARTMENT**

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

February 10, 2016

Subject: Douglas County, Georgia, Board of Commissioners  
Invitation to Bid – FY 2016 Countywide Shoulder Maintenance  
Solicitation No. 16-004

Dear Ladies/Gentlemen:

Enclosed please find the Douglas County Board of Commissioners, Invitation to Bid, covering the FY 2016 Countywide Shoulder Maintenance for the Douglas County, Douglas County Georgia.

**The Bid due date is March 18, 2016 no later than 10:00 am ET. The Bid Opening will be held on March 18, 2016 at 10:00 a.m., ET, at the Douglas County Courthouse, Third Floor, Purchasing Bid Opening Room, 8700 Hospital Drive, Douglasville, Georgia. You are invited to attend, or submit your Bid prior to the deadline as stated in the attachments. Each Bid should be marked on the outside of the envelope with: "Bid – FY 2016 Countywide Shoulder Maintenance – Solicitation No. 16-004, March 18, 2016".**

Thank you in advance for your interest and we look forward to your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill C. Peacock", written over a horizontal line.

Bill C. Peacock  
Purchasing Director

Attachments

**DOUGLAS COUNTY, GEORGIA, BOARD OF COMMISSIONERS**

Purchasing Department

**2/10/2016**

**INVITATION TO BID**

Solicitation No. 16-004

**FY 2016 COUNTYWIDE SHOULDER MAINTENANCE**

The Douglas County Board of Commissioners is accepting sealed bids for tractor mowing and trimming operations within the mowing limits of County Routes in a safe, effective and timely manner.

Bids will be opened and read aloud on the Bid Due Date in the Purchasing Bid Opening Room, 3<sup>rd</sup> floor, 8700 Hospital Drive, Douglasville, Georgia 30134 at 10:00 AM EST. Bids received after the designated time will not be considered. The OWNER of the project is the Douglas County Board of Commissioners.

The approximate extent and character of the work is generally described as follows:

**Three (3) cycles of right-of-way mowing on approximately 260 miles of County roadways with the option to add or remove cycles as final budget dictates, which includes furnishing all materials, labor, and equipment for mowing complete including brush/slope trimming.**

Bidders shall inform themselves concerning Georgia Laws and comply with same.

Bidding Documents are available for review and purchase by prospective Bidders at the **Douglas County Purchasing Office, 8700 Hospital Drive, Douglasville, Georgia 30134.**

Bidding Documents may be obtained upon payment of **\$50**, non-refundable (check payable to Douglas County Board of Commissioners). The OWNER is not obligated to consider a Bidder's proposal, if the Bidder does not meet the following criteria:

- 1. Valid proof of Insurance, equal to or exceeding the Owner's requirements.**
- 2. List of three references where the Bidder has performed similar work. Do not include the Owner as one of the references.**
- 3. The contractor must be able to bond 100% of the cost of the submitted bid, through a surety company with the qualifications listed below.**

The time allowed for completion will be explained in the Specifications.

**The Bid Due Date is March 18, 2015 no later than 10:00 am ET.** Each response should be marked on the outside of the envelope with: **“Bid – FY 2016 Countywide Shoulder Maintenance – Solicitation No. 16-004, March 18, 2016”.** **One (1) unbound original and three (3) copies** 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  
3<sup>rd</sup> 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.

**INVITATION TO BID**  
**SOLICITATION NUMBER 16-004**

**FOR THE**

**FY 2016 COUNTYWIDE SHOULDER  
MAINTENANCE**

---

**DOUGLAS COUNTY BOARD OF COMMISSIONERS**  
**8700 HOSPITAL DRIVE**  
**DOUGLASVILLE, GA 30134**

**BILL PEACOCK**  
**DIRECTOR - PURCHASING**

## TABLE OF CONTENTS

SECTION ONE		
Advertisement for Bidders		
	Notice to Contractors.....	1-2
	Bid Proposal.....	3-5
	Bid Bonds.....	6-7
	Non-Collusion Affidavit.....	8-9
	*Bid Schedule Items.....	10
SECTION TWO-GENERAL CONDITIONS		
	Definitions and Terms.....	11-12
SECTION THREE - AGREEMENT		
	*Agreement.....	13-14
	*100% Performance Bond.....	15-16
	*100% Labor and Material Payment Bond.....	17-19
ATTACHMENT A – Tractor Mowing and Trimming Specifications		
	General.....	20
	Scope of Work.....	20
	General Contract Information.....	20-26
	Mowing Requirements.....	27-32
ATTACHMENT B – DESIGNATED STREETS		
	Designated Streets (Excel Spreadsheet).....	32a-d
ATTACHMENT C		
	Evaluation Criteria for Tractor Mowing and Trimming Contract.....	33
ATTACHMENT D		
	Mowing Work Zone on 2 and 3 Lane Highways.....	34

Prime Contractor’s Work Authorization Certification  
Subcontractor’s Work Authorization Certification

\*Requires Signature

## **ADVERTISEMENT FOR BIDDERS**

Sealed proposals will be received by the Douglas County Purchasing Department located at 8700 Hospital Drive, Douglasville, Georgia 30134 until:

**March 18, 2016 at 10:00am EST**

For the project known as:

***Douglas County Board of Commissioners  
FY2016 Countywide Shoulder Maintenance  
Solicitation Number 16-004***

Proposals will be opened and read aloud at the 3rd Floor Conference Room, 8700 Hospital Drive, Douglasville, Georgia 30134 at 10:00 AM EST. Proposals received after the designated time will not be considered. The OWNER of the project is the Douglas County Board of Commissioners.

The approximate extent and character of the work is generally described as follows:

**Three (3) cycles of right-of-way mowing on approximately 260 miles of County roadways with the option to add or remove cycles as final budget dictates, which includes furnishing all materials, labor, and equipment for mowing complete including brush/slope trimming.**

Bidders shall inform themselves concerning Georgia Laws and comply with same.

Bidding Documents are available for review and purchase by prospective Bidders at the **Douglas County Purchasing Office, 8700 Hospital Drive, Douglasville, Georgia 30134.**

Bidding Documents may be obtained upon payment of **\$50**, non-refundable (check payable to Douglas County Board of Commissioners). The OWNER is not obligated to consider a Bidder's proposal, if the Bidder does not meet the following criteria:

- 1. Valid proof of Insurance, equal to or exceeding the Owner's requirements.**
- 2. List of three references where the Bidder has performed similar work. Do not include the Owner as one of the references.**
- 3. The contractor must be able to bond 100% of the cost of the submitted bid, through a surety company with the qualifications listed below.**

The time allowed for completion will be explained in the Specifications.

Each Bid must be accompanied by a Bid Bond with good and sufficient surety or sureties approved by the owner for faithful acceptance of the contract, payable to, in favor of, and for the protection of the OWNER in an amount equivalent to five percent (5%) of the total amount payable by the terms of the contract or, in lieu thereof, in the form of a certified check, cashier's check, or cash in equal amount.

The Successful Bidder will be required to furnish performance and payment bonds with the executed Agreement meeting the requirements of the Contract Documents and executed on the forms attached to the Agreement. The terms and time for payment are set forth in the Agreement.

Surety and insurance companies must have an AM Best rating of A-6 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, and be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

Bidder will provide a list of sub-contractors that will be used in conjunction with this project. Bidder must perform 70% or more of the project, without the use of sub-contractors.

All Bids will remain subject to acceptance for 60 days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

**Each bid must be submitted in a SEALED ENVELOPE**, addressed to the OWNER. Each sealed envelope containing a Bid must be plainly marked on the outside as, "**FY2016 Countywide Shoulder Maintenance, Solicitation No. 16-004, March 18, 2016**". If bid is forwarded by mail, the sealed envelope containing the Bid must be enclosed in a separate mailing envelope to the attention of the OWNER at the address previously given.

**The Owner reserves the right to reject any or all Bids, to waive formalities and re-advertise. The owner may award the contract as a whole or in parts to one or more successful bidders.**

**Project Manager**

LaVon King

Maintenance Division Manager

Douglas County Department of Transportation

8249 Chicago Avenue

Douglasville, GA 30134

678-626-0158

## **SECTION ONE NOTICE TO CONTRACTORS**

**Sealed proposals will be received by the Board of Commissioners of Douglas County, Georgia, at the Douglas County Purchasing Office, located at 8700 Hospital Drive, Douglasville, Georgia 30134 until 10:00 AM EST, March 18, 2016. NO BIDS WILL BE ACCEPTED AFTER THE 10:00 AM EST DEADLINE, March 18, 2016. No submitted bid may be withdrawn after the scheduled bid opening for a period of sixty (60) days.**

**The bids will be publicly opened and read aloud at 10:00 a.m., March 18, 2016 in the Douglas County Purchasing Office (3rd Floor) Conference Room at 8700 Hospital Drive, Douglasville, Georgia 30134.**

The work to be done consists of the furnishing of all materials, labor and equipment for:

### **FY2016 Countywide Shoulder Maintenance Solicitation Number 16-004**

The Bidder is required to submit **all** pages of the Bid Proposal.

Bidding Documents are open to the public at the Douglas County Purchasing Office, 8700 Hospital Drive, Douglasville, Georgia 30134. A complete set of documents may be purchased for **\$50.00 per set (NON-REFUNDABLE)** check payable to **Douglas County Board of Commissioners** from:

Douglas County Purchasing Office  
3<sup>rd</sup> Floor  
8700 Hospital Drive  
Douglasville, Georgia 30134  
Telephone: (770) 920-7579

All work performed for this project will be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, Current Edition, and any modifications identified in the bid documents.

The Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of Douglas County.

The successful bidder shall secure and pay for necessary approvals, permits, assessments, and charges required for the construction and installation of this project as required by local, state, and federal regulations.



The Douglas County Board of Commissioners reserves the right to reject all bids and to waive formalities. The owner may award the contract as a whole or in parts to one or more successful bidders.

Any claims for cost incurred by any Bidder in preparation of any part of or total package for this project will not be considered for reimbursement by Douglas County.

# BID PROPOSAL

## Page 1 of 3

Proposal of \_\_\_\_\_ (hereinafter called "**Bidder**") a contractor organized and existing under the laws of the State of \_\_\_\_\_, \*an individual, a corporation, or partnership doing business as

---

TO: Douglas County  
(Hereinafter called "**County**")

Ladies/Gentlemen:

The **Bidder** in compliance with your Notice to Contractors and all Bidding Documents for the construction of:

### FY 2016 Countywide Shoulder Maintenance Solicitation Number 16-004

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract with Douglas County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

**Bidder** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

**Bidder** further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work as stated within these documents. The original contract period will be for one fiscal year; pending budget approval per year two additional one-year extensions will be granted. This is assuming the performance of the Contractor is satisfactory to the Department of Transportation Representative.

## BID PROPOSAL

### Page 2 of 3

The Bidder acknowledges receipt of the following addenda:

---

---

---

---

The undersigned further agrees that in case of failure on his part to execute said contract and bonds, or provide satisfactory proof of carriage of the insurance required, within ten (10) calendar days after notification of award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **County** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **Bidder**.

**The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by direct increase or decrease.**

Attached hereto is a bid bond or certified check on the (Bank) \_\_\_\_\_  
in the amount of \_\_\_\_\_, (Five percent of Total  
Amount Bid).

**BID PROPOSAL**  
**Page 3 of 3**

The full name and residence of persons or parties interested in the foregoing bid as principals are named as follows:


Douglas County, Georgia

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Bidder: \_\_\_\_\_  
(Company Name)

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

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

County \_\_\_\_\_

Phone \_\_\_\_\_

**BID BOND**  
**Page 1 of 2**  
**(Five Percent (5%) of Bid)**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto DOUGLAS COUNTY, GEORGIA, as **County** in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to DOUGLAS COUNTY, GEORGIA a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of:

**FY2016 Countywide Shoulder Maintenance**  
**Solicitation Number 16-004**

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the **County** may accept such bids, and said Surety does hereby waive notice of any such extension.

**BID BOND**  
**Page 2 of 2**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(SEAL)  
Principal

By:

\_\_\_\_\_(SEAL)  
Surety

By:

Georgia Representative

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

) ss.

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- 1) He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Douglas County or any person interested in the proposed Contract; and,
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Title

My Commission expires

Date \_\_\_\_\_.



**Douglas County Board of Commissioners  
Department of Transportation**

**Bid Schedule of Items - Summarized Project**

---

Solicitation No.: 16-004

Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Contract Scope: **FY2015 COUNTYWIDE  
SHOULDER MAINTENANCE**

Total Roads & Hours

Line No.	Item Description	Unit	Approx. Quantity	Unit Price	Amount
<b>01 COUNTY ROADS (SEE Schedule "C")</b>					
10	Cycle 1 – Mowing Complete	CLM	260		
20	Cycle 2 - Mowing Complete	CLM	260		
30	Cycle 3 – Mowing Complete	CLM	260		
	Total Cycles 1-3	CLM	780	\$	
40	Optional Vertical Mowing	HR	181		
	Total Vertical Mowing			\$	

Mowing Complete includes mowing limits as defined in the contract, etc.

Traffic Control shall be included in the priced bid for each work item.

**TOTAL**      \$ \_\_\_\_\_

**"END OF SECTION"**

## **SECTION TWO**

### **GENERAL CONDITIONS**

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, **Current Edition**, and any current Supplemental Specifications modifying them, except as noted below and in the Special Provisions.

#### **Modifications to Standards Specifications**

### **SECTION 101      DEFINITION AND TERMS**

#### **Section 101.10      BOARD**

Delete as written and substitute the following:

BOARD OF COMMISSIONERS OF DOUGLAS COUNTY, GEORGIA

#### **Section 101.14      COMMISSIONER**

Delete as written and substitute the following:

THE COUNTY ADMINISTRATOR OF DOUGLAS COUNTY

#### **Section 101.22      DEPARTMENT**

Delete as written and substitute the following:

THE DOUGLAS COUNTY DEPARTMENT OF TRANSPORTATION

#### **Section 101.24      ENGINEER**

Delete as written and substitute the following:

THE DOUGLAS COUNTY DIRECTOR OF TRANSPORTATION, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES.

**Section 101.62 STATE HIGHWAY ENGINEER**

Delete as written and substitute the following:

THE DOUGLAS COUNTY DIRECTOR OF TRANSPORTATION, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES.

**Section 101.74 SUPPLEMENTAL AGREEMENT**

Retain as written and add the following:

"Any Supplemental Agreement that has a dollar value amount that is less than \$25,000.00 shall not require the assent of the Surety."

**Section 101.81 TREASURER**

Delete as written and substitute the following:

THE DOUGLAS COUNTY FINANCE DIRECTOR, ACTING DIRECTLY OR THROUGH HER DULY AUTHORIZED REPRESENTATIVES.

**Add:**

**Section 101.84 COUNTY: THE DOUGLAS COUNTY BOARD OF COMMISSIONERS**

## SECTION THREE

### AGREEMENT

THIS AGREEMENT, made this \_\_\_\_day of \_\_\_\_\_, 2016 by and between the **BOARD OF COMMISSIONERS OF DOUGLAS COUNTY**, hereinafter called "**OWNER**," and \_\_\_\_\_, a contractor doing business as a corporation of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, hereinafter called "**Contractor**."

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **OWNER**, the **Contractor** hereby agrees to commence and complete the construction described as follows:

**FY2016 Countywide Shoulder Maintenance  
Solicitation Number 16-004**

---

---

hereinafter called the "Project," for the sum of \$\_\_\_\_\_ and all extra work in connection therewith, under the terms as stated in the General Conditions, special Provisions and Detailed Specifications of the Contract, and at his/her/its/their own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, the General Conditions, Special Provisions and Detailed Specifications of the Contract, the plans, which include all explanatory matter thereof, as prepared by OWNER, the specifications and contract documents, all of which are made a part hereof and collectively constitute the Contract.

The **Contractor** further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of each Notice to Proceed, or as may be specified by Special Provision, and to complete the Work within **the stipulated time frame of each Notice to Proceed**, based on consecutive calendar days from the Notice to Proceed date.

The **OWNER** agrees to pay the **Contractor** in current funds for the performance of the Contract subject to additions and deductions as provided in the General Conditions of the

**AGREEMENT (CONTINUED)**

Contract, and to make payments on account thereof as provided in the Specifications, as modified in the General Conditions and Special Provisions.

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**BOARD OF COMMISSIONERS OF DOUGLAS COUNTY, GEORGIA**

ATTEST:

By: \_\_\_\_\_  
Tom Worthan, Chairman

\_\_\_\_\_  
Bill Peacock, Purchasing Director

\_\_\_\_\_  
Witness

ATTEST:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Witness

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

Approved as to Form by:

(Seal)

Give proper title of each person executing affidavit. Attach seal as required.

**100% PERFORMANCE BOND**

**Page 1 of 2**

KNOW ALL MEN BY THESE PRESENTS: THAT \_\_\_\_\_ as Principal (hereinafter called **Contractor**), and \_\_\_\_\_ a Corporation organized and existing under the laws of the State of \_\_\_\_\_ As Surety (hereinafter called Surety), are held and firmly bound unto **DOUGLAS COUNTY BOARD OF COMMISSIONERS** as obligee, hereinafter called **OWNER**, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_ .00) for the payment whereof **Contractor** and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **Contractor** has by written agreement dated \_\_\_\_\_, 2016, entered into a contract with **OWNER** for:

**FY2016 Countywide Shoulder Maintenance  
Solicitation Number 16-004**

in accordance with drawings and specifications prepared by Douglas County, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if **Contractor** shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the **OWNER**.

Whenever **Contractor** shall be, and declared by **OWNER** to be in default under the Contract, the **OWNER** having performed **OWNER'S** obligation there under, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the contract in accordance with its terms and conditions; or,
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest bidder, or, if the **OWNER**

**PERFORMANCE BOND**

**Page 2 of 2**

elects, upon determination by the **OWNER** and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the **OWNER**, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph shall mean the total amount payable by **OWNER to Contractor** under the Contract and any amendments hereto, less the amount properly paid by **OWNER to Contractor**.

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the **OWNER** of the work thereunder.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2016 in the presence of:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (Seal)

**100% LABOR AND MATERIAL PAYMENT BOND**

**Page 1 of 3**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, hereinafter called **Principal**, and \_\_\_\_\_ of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto **DOUGLAS COUNTY BOARD OF COMMISSIONERS**, as obligee, hereinafter called **OWNER**, in the amount of \_\_\_\_\_ **Dollars (\$ \_\_\_\_\_ .00).**

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 2016, entered into a Contract with **OWNER** for:

**FY2015 Countywide Shoulder Maintenance  
Solicitation Number 16-004**

in accordance with drawings and specifications prepared by Douglas County, which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as is herein below defined, for all labor and materials used or reasonably required for use in the performance of the Contract, this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. A claimant is defined as one having a direct contact with the principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the **OWNER** that every claimant as herein defined, who has



## LABOR AND MATERIAL PAYMENT BOND

### Page 2 of 3

not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The **OWNER** shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.
  - A. Unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: the Principal, the **OWNER**, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, **OWNER**, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - B. After one year from the completion of the Contract and the acceptance by **OWNER** of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - C. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.

**LABOR AND MATERIAL PAYMENT BOND**

**Page 3 of 3**

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder inclusive of the payment by Surety or mechanics' liens which may be filed of record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

By: \_\_\_\_\_(Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

By: \_\_\_\_\_(Seal)

Representative

This bond is issued simultaneously with Performance Bond in favor of the **OWNER**.

**ATTACHMENT “A”**  
**DEPARTMENT OF TRANSPORTATION**  
**DOUGLAS COUNTY**  
**TRACTOR MOWING AND TRIMMING SPECIFICATIONS**

**1. GENERAL**

The Douglas County Department of Transportation (hereafter referred to as the Department) is seeking bids for tractor mowing and trimming, within the limits of the right of way and easement areas according to the specifications and requirements found within this document.

**2. SCOPE OF WORK**

Work under these Specifications consists of furnishing labor, material, tools, equipment, and incidentals necessary to perform tractor mowing and trimming operations within the mowing limits of County Routes in a safe, effective, and timely manner, as detailed in these Specifications. Perform and complete mowing operations as specified.

The Department expects that the successful vendor will have sufficient resources to complete the awarded contract.

**ATTACHMENT “B”** provides locations and estimated amount of centerline miles to be tractor mowed and trimmed for each mowing cycle.

**3. GENERAL CONTRACT INFORMATION**

**3.01 TERMS AND DEFINITIONS**

- A. Approval/Acceptance – Inspected and approved by the Engineer for compliance with the requirements of the specifications included in this contract.
- B. Bridge End Roll- The area at each end of a bridge that slopes down from the end support to the natural ground contour under the bridge. See Attachments“E”.
- C. Centerline Mile (CLM)- Incremental measurement used in this contract for bidding purposes that includes the mowing limits within a one-mile distance on a route. This includes both directions of the mile, shoulders and median.

- D. Liquidated Damages- Failure to comply with terms and specifications of the Contract that will result in monetary liquidation of invoices submitted for payment.
- E. Mowing Cycle- A mowing cycle consists of mowing complete the areas as designated in these Specifications, one time. Complete a Mowing Cycle without interruption, within the time frames listed and to the satisfaction of the Engineer.
- F. Mowing Complete- The accepted/approved tractor mowed and trimmed centerline miles within established mowing limits.
- G. Mowing Limits- All areas that are mowable with tractor mowing equipment within the right of way that are on a 3:1 or flatter slope, and trimming in front of, behind, under, and around roadside obstacles, and mowing/trimming on all slopes greater than or equal to 3: 1 to 5 feet behind the ditch line on a cut slope and 5 feet past the break point on a fill slope.
- H. Natural Tree Line- The boundary/edge of a community of hardwood and non-hardwood trees, greater than 3 inches in caliper (dbh) diameter at breast height (measured at 4ft, feet above the ground). The edge is typically a fluctuating line.
- I. Roadside Obstacles- Items located within the right of way, both natural and man-made which may include but are not limited to the following: sign posts, delineator posts, light posts, steel beam guardrail and associated posts, headwalls, barrier walls, retaining walls, catch basins, fallen rock, bridge end abutments, mailboxes, fire hydrants, newspaper boxes, established/planted tree/shrub(s), landscaped beds, natural tree line, wildflower areas, bridge end rolls, and fences.
- J. Slope Break Point- The spot where the non-mowable slope begins.
- K. Traveled Way- The portion of the roadway for the movement of vehicles, exclusive of the shoulders
- L. Shadow Vehicle -A vehicle used to buffer mowing that may interfere with traffic.

### 3.02 APPLICABLE DOCUMENTS

#### A. **REQUIRED REFERENCES:**

Reference the guidelines as set forth in the following documents, as they will be used by the Department when determining quality of work and will be applicable to this Specification/Contract:

1. *Manual of Uniform Traffic Control Devices (MUTCD), current edition*

### 3.03 AWARD

#### A. **Award will be made to the lowest, responsible, bidder meeting the specifications set out herein.**

#### B. **Unbalance Bid:**

All bids shall be subject to review for prices that are either in excess of or below the reasonable cost as compared to the Engineer's estimate and historical prices kept by the Department. The submittal of an irregular/unbalanced bid may result in the rejection of the Contractor's bid.

#### C. **Administration:**

The Douglas County Maintenance Construction Engineer or designee, hereafter referred to as the "Engineer", will administer the terms and conditions of this Contract. The "Engineer's" address is:

Douglas County Department of Transportation  
8249 Chicago Avenue  
Douglasville, GA 30134  
Phone: (678) 626-0158  
Fax: (678) 626-0157

#### D. **Maintenance Service Period:** (Completion Schedule)

Upon receipt of Notice of Award, start work on a date agreed upon between the Contractor and the Engineer (See Attachment "A"- Section 4.01 for Commencement Dates). Review any required post award submittals. Start work no later than the agreed upon commencement date.

#### E. **Measurement:**

The area of Mowing Complete will be measured and accepted in Centerline Miles.

**F. Default/Non-Compliance/Liquidated Damage**

1. When the Department determines that the Contractor has failed to perform required work to the terms of the Contract; the Contractor shall be deemed in Contract Non-Compliance and subject to Contract termination.
2. The Department has the authority to terminate the Contract when the Contractor is in Non-Compliance three (3) or more times during the term of the Contract.
3. All Non-Compliance of Contract may result in Liquidated Damages against the Contractor and begin as described below, and continue daily until the task has been executed to the satisfaction of the Engineer.
4. The following are applicable liquidated damage(s):

<b>Specification Non-Compliance Item</b>	<b>Section</b>	<b>Liquidated Damages</b>
Failure to comply with personnel requirement per item 3.04	Sec. 3.04	\$100.00 per item of non-compliance/per day
Failure to provide required Tractor Mowing/Trimming equipment	Sec. 4.03	\$100.00 per item of non-compliance/per day
Failure to begin Mowing Cycle on approved, scheduled commencement date	Sec. 4.01	\$500.00 per day
Failure to complete Mowing Cycle on intermediate and completion date	Sec. 4.01	\$500.00 per day
Failure to comply with Miscellaneous Mowing Complete and Traffic Control Requirements	Sec. 4.04 Sec. 4.05	\$500.00 per item of non-compliance/per day
Failure to comply and/or correct Quality Control deficiencies	Sec. 4.06	\$500.00 per item of non-compliance/per day

5. The Department may suspend work if non-compliance occurs with items listed above, until actions are corrected.
6. Performance deficiencies will be reported to the Contractor, by facsimile, within seventy- two (72) hours of Non-Compliance identification(s) and Liquidated Damages occurred. A written copy of the facsimile will be mailed to the Contractor.
7. Reply to the Engineer's non-compliance facsimile/letter by facsimile within 48 hours of receipt. Any Liquidated Damages assessed will be deducted from the Contractor's invoice for payment. The contractor must dispute any liquidated damages in writing within 48 hours of receipt of notification of assessment.

**G. Payment:**

1. After each cycle is complete, submit to the Engineer a detailed invoice that reflects the locations and total Centerline Miles mowed. The submitted invoice **must** utilize milepost designations from point to point of all Centerline Miles completed for the Engineer's verification.
2. On a monthly basis, submit to the Engineer a detailed invoice that reflects the Centerline Miles of roadways that that have been mowed.
3. Payment will be made at the unit price per Centerline Mile and will be measured in accordance with Sec. 3.03.E of these Specifications. This payment shall be full compensation for furnishing all materials, labor, tools, equipment, traffic control, and incidentals necessary to satisfactorily complete the work described.
4. Payment shall be calculated by the Contractor and verified by Engineer according to the number of Centerline Miles mowed on a complete cycle basis.
5. Payment should be received approximately thirty (30) days after the invoice is received, reviewed, and approved by the Department.
6. In the event of a dispute, provide a detailed measurement of the area in question.

**H. Insurance:**

Submit original certificate of insurance in conformance with prescribed limits within ten (10) calendar days after contract award. Commence no work prior to Department acceptance of insurance coverage. Failure to retain insurance for the term of the contract may be grounds for termination.

**I. Quantities:**

It is understood that this is an Open Agency Contract: meaning, Douglas County Department of Transportation is not required to purchase any maximum or minimum service as estimated or contemplated by the Notice of Award, Contract or attachments. Responsible Department representatives will make every effort by issuing Purchase Orders as releases referencing this contract in order to progress with work activities as scheduled within the contract.

**3.04 PERSONNEL**

- A. **Supervisor** - Have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed. The Supervisor/Foreman must speak English.
1. This Supervisor/Foreman shall be in a separate support vehicle such as a pickup or service truck, whose duties are strictly supervisory and is not a part of a Tractor Mowing or Trimming crew.

2. The Supervisor/Foreman shall have a functional cellular phone with messaging or call waiting capability, on his person during duty hours. The Supervisor/Foreman's response time to the Engineer shall be less than 30 minutes.
  3. Use a different Supervisor/Foreman for each awarded mowing contract.
- B. **Crew** - Provide staff and staffing levels able to perform the work in accordance with this Specification. The personnel staff will be under the sole responsibility of the Contractor.
1. Assure that all employees are qualified to safely operate mechanized Tractor Mowing and Trimming equipment. Employees will be competent, experienced and skilled in all aspects of Tractor Mowing and /or Trimming work.
  2. All personnel will have a valid U.S. driver's license.
  3. The Crew shall be able to communicate with the Supervisor/Foreman at all times while performing work.
- C. **Dress Code** - The minimum dress code for personnel shall be a clean and complete outfit, including pants, shoes, shirt, safety vest and any other necessary safety gear required by local, state or federal regulations.

### 3.05 SUBMITTALS

Any work performed prior to receiving approved submittals shall be considered unauthorized and will result in non-payment for that work.

- A. **Work Schedule**- Five (5) days prior to each mowing cycle:
1. Submit a plan of how the Mowing Cycle will be completed including number of Tractor Mowing and Trimming crews. Prior to beginning each Mowing Cycle the Engineer must approve this plan. Multiple mowing and trimming crews will be required.
  2. Submit a list of active phone numbers including office phone, office fax, and cellular phone numbers.
    - a. Submit the Supervisor/Foreman's name and cellular phone number.
    - b. Supply a functional cellular phone for use by the Engineer for correspondence with the Contractor and/or the Supervisor/Foreman during the term of this Contract.
- B. **Personnel**- Submit a list of all employees who will be working during that Cycle. No work will begin without this submittal.
1. Prior to beginning any work, submit the names of all new employees who are to work during a current Mowing Cycle. This includes subcontractor employees if a subcontractor is approved.



2. The Department has the right to exclude any person who engages in conduct that is nonprofessional. Replace any person, excluded by the Department, in a prompt manner.

C. **Equipment:**

Submit a list of all equipment contemplated for use. This equipment shall be subject to inspection and acceptance, at any time, for mechanical worthiness and appropriateness for the work intended by the Engineer. Department decisions relevant to mechanical worthiness shall be final.

### **3.06 SUBCONTRACTORS**

- A. The Department expects the awarded contractor to be fully able to complete the work as detailed in these specifications. The Department may consider the use of subcontractors to accomplish the work.
- B. If the Department approved the use of a subcontractor, the General Contractor will be held totally responsible for the actions, quality and timeliness of all work performed by the subcontractor.
- C. All requests to hire a subcontractor must be approved in writing. A minimum of five (5) working days is needed to evaluate a request. The written request from the contractor shall include the following:
  1. A justification for the need to hire a subcontractor;
  2. The name and address of the company proposed as a subcontractor;
  3. The number of employees proposed;
  4. The phone number of the subcontractor;
  5. Proposed locations of work and revised work schedule.

## 4. MOWING REQUIRMENTS

### 4.01 MOWING CYCLES

A. A Notice to Proceed will be given 10 days prior to beginning work for each cycle of mowing. A completion date will be established with each Notice to Proceed. There will be a minimum of three (3) mowing cycles on all Routes with an optional fourth (4) Cycle.

B. Completion Dates:

Group 1	30 Days from NTP
Group 2	30 Days from NTP
Group 3	20 Days from NTP
Group 4 (Optional)	15 Days from NTP

C. Mowing Cycle Extensions: Adjustments may be made for delays caused by weather or other Natural Disasters such as floods, hurricanes or by decision of the Maintenance Construction Engineer or his designee.

### 4.02 MOWING LIMITS FOR EACH CYCLE

All mowable areas within the right-of-way that are on a 3:1 flatter slope using tractors with rotary or flail type mowers; and trimming in front of, behind, under and around roadside obstacles, landscaped areas, planted/established trees, and wildflowers plots and trimming on slopes flatter and/or steeper than 3:1. Perform trimming in a manner as to create a smooth transition back to where the Tractor Mowing was performed. Also, on slopes steeper than 3:1 mow 5 feet behind the back of the ditch in a cut slope and 5 feet past the break point on a fill slope.

### 4.03 MOWING COMPLETE REQUIREMENTS

A. **Tractor Mowing**-Perform Tractor mowing within the Mowing Limits to mow vegetation on slopes no steeper than 3:1. This operation will not be allowed on slopes steeper than 3:1, or any other situations that may be a hazard to the operator or the traveling public, including areas that may be too wet or otherwise inaccessible.

1. Equip tractors with two flashing signal lights, two flags on both the tractor and mower, and an 18 inch slow moving emblem sign.
2. Acceptable guards are to be on all open portions of tractor Mowers and Trimming equipment to prevent objects from being thrown from under the mower while in operations.

3. Properly maintain mower blades, i.e., sharp and straight.

B. **Trimming** - Trim vegetation to a height of 6 inches within the Mowing Limits that are inaccessible by Tractor Mowing. This includes trimming in front of, behind, under or around, and beyond roadside obstacles, landscape beds, established/planted trees and wildflower areas to provide an attractive appearance. The Engineer has the right to identify those areas where Trimming shall be required. (See all Attachments F).

1. Mainline Slopes that are Greater than 3:1 - Each mowing cycle, trim all vegetation to five feet inside the natural tree line. When a natural tree line does not exist trim all vegetation to the right of way.
2. Mainline (with slopes less than 3:1) - Trim vegetation to the natural tree line or to the right of way if no natural tree line exists.
3. Landscape and wildflower plots- Trim vegetation around landscaped areas, established or planted trees, shrubs and wildflower plots without damaging plant materials. Trim vegetation under planted trees as required by the Engineer.
4. Wet or inaccessible areas- If an area is too wet and/or otherwise inaccessible by tractor mowing equipment, trim vegetation using hand held string, blade type trimmer, small machine, and/or slope mowers.
5. Bridge structures- Trim vegetation located at, under, or near bridge structures including bridge end rolls and rip rap areas within the right-of-way.
  - a. If trees (greater than 3" caliper (dbh) diameter at breast height) exist between adjacent bridges, trim all vegetation under and around trees.
  - b. Trim vegetation on bridge ends and bridge end rolls at overpasses and underpasses to the right of way fence and/or natural tree line. If trees exist within 15 feet around/adjacent to the bridge, then trim vegetation under and around the trees, or as directed by the Engineer. Continue trimming down or upslope to meet the tractor mowing limits as directed by the Engineer.
  - c. The limits of trimming extend to the fence line in cases where a fence is located on the top of a slope at a bridge underpass.
6. Vegetation Removal: Place trimmed vegetation in adjacent natural areas on the right of way within five (5) days of trimming. When no adjacent natural tree area exists, remove this vegetation from the right of way within five (5) days. Disposal shall be in accordance with applicable laws and regulations. Trimmed vegetation may be chipped and evenly distributed on non-mowable slopes on the right of way.
7. Multiple Trunk Trimming: In areas where trimming occurs, trim all stems of multiple trunk vegetation that is 3 inches in caliper (dbh) or less.
8. Planted and Established Ground cover: Consult with the Engineer prior to trimming a non-mowable slope that is covered with a planted or established

ground cover such as Lespedeza, Weeping Love Grass, or a native grass. If the Engineer requires the groundcover to remain, trim all other vegetation in the groundcover.

#### **4.04 MISCELLANEOUS MOWING COMPLETE REQUIREMENTS**

- A. Unless others directed in writing by the Engineer, do not perform work in the following areas:
  - 1. Construction project limits: In the event rehabilitation or improvement project is under construction or will be under construction where mowing is scheduled, that portion of the Mowing Cycle will be deleted at the direction of the Engineer. The section(s) of roads deleted from the list may be added back to the list at the first available Mowing Cycle following completion of said project.
  - 2. Wildflower plots: Existing wildflower plots will be marked by the Engineer and are not to be mowed until directed to do so, but will be trimmed as instructed, by the Engineer.
  
- B. Perform all scheduled mowing operations during the hours of daylight. No work will be allowed on holidays or weekends in which a holiday falls on a Monday or Friday.
  
- C. Do not allow any debris to be thrown onto the road surface by the mowing equipment or by personnel.
  
- D. Mowing equipment, while in operation, must be horizontal with the mowing surface. Tractor Mowers operating in a vertical position parallel to a traveled way is prohibited.
  
- E. Equipment left on the right of way is the responsibility of the Contractor. Do not park equipment on the right of way/County property more than 5 working days in the same location.
  - 1. Park no equipment in the median.
  - 2. Park equipment behind guardrail or in other protected areas where such areas exist. Otherwise, park equipment a minimum of 30 feet from the edge of pavement.
  
- F. Suspend operations if weather conditions are such that mowing operations cannot be carried out in an effective manner. If such suspension occurs, notify the Engineer immediately. Likewise, the Engineer may order the suspension of mowing operations whenever, in their judgment, present weather conditions are such that mowing operations cannot be carried out in a safe and effective manner.

G. In the event that any damage to roadside obstacles occur during and is caused by the Tractor Mowing or Trimming operations, repair or replace the damaged item with a like item at the Contractor's expense. In the event that damage occurs during and is caused by the Tractor Mowing or Trimming operations and said damage has to be repaired or replaced utilizing Department property or personnel, the cost of the repair or replacement shall be calculated and deducted from the Contractor's payment.

H. The removal of cut material, such as the baling of hay, is prohibited.

I. Herbicide use is strictly prohibited and may result in the termination of contract.

#### **4.05 TRAFFIC CONTROL REQUIREMENTS**

A. At a minimum, abide by the *Manual of Uniform Traffic Control Devices* (MUTCD), current edition, for traffic control guidance.

B. Abide by the Mowing Work Zone Details (See Attachments "D"), for continuous mowing operations.

1. Perform all Tractor Mowing as a continuous mowing operation as described in these Specifications and as shown on attached "Continuous Mowing" details. Mow only in the direction of traffic.
2. Any signs used must be of rigid, one piece construction covered with suitable sheeting and legend (engineering grade). Roll-up type signs may be used if they meet MUTCD Standard.
3. Do not cross the median or other divided highways. Equip (1) support vehicles, such as pickups and service trucks with a minimum of one revolving or strobe light, with amber lens.
4. Use of a shadow vehicle to buffer the Tractor Mowing operation when it is on or within three feet of the travel way. (See Attachment E- Mowing Work Zone Details)
  - a. Equip support vehicles used as shadow vehicle with a 48 inch square "Watch for Mowers" sign with an 18 inch slow moving emblem attached and mounted on the rear of the Shadow vehicle.
  - b. Equip a shadow vehicle with a minimum of one (1) revolving or strobe type light, with amber lens.

C. Do not exceed a ten mile work zone. Only one Tractor Mowing operation in a work zone will be allowed. Additional work zones will be allowed, separated by a minimum of two (2) miles. Do not exceed 20 miles of mowing without completing trimming.

1. Signs- Place a "Watch for Mowers" sign with flags attached at each end of the work zone in the direction of traffic on both the median and outside shoulders.
- D. Buffer tractor mowers traveling within three (3) feet of the traveled way, crossing lanes, traveling paved shoulders, moving equipment to other locations (dead heading), by a Shadow Vehicle.
1. Operations may be restricted when, in the opinion of the Engineer, the continuance of the work would seriously hinder traffic or is unsafe.
  2. Move equipment or materials on or across the traveled way at other times in a manner as not to unduly interfere with traffic. There shall be reduction in the total number of available traveled ways. Schedule and arrange the Work to ensure the least inconvenience and the utmost in safety to the traveling public and to the Contractor's and the Department's forces.
- E. Notify the Engineer, in writing, of any accident that involves the Contractor while fulfilling this Contract.
1. Submit an incident report to the Engineer within forty eight (48) working hours after incident which described the accident in full, names of those involved with contact phone numbers, and extent of injury and damage.
  2. Employees shall carry business cards that have the name, address and phone numbers of the Contractor upon request of individuals involved in an accident.

#### **4.06 QUALITY ACCEPTANCE**

- A. The height of all vegetation after any Tractor Mowing or Trimming operations shall be a 6-inch mowing height, except for woody vegetation between 2 1/2 to 3 inches in caliper (dbh), which shall be trimmed to less than 6 inches. Heights will be determined by taking the average of three (3) measurements at the following locations:
1. One fourth of the distance from the edge of the pavement (edge of payment includes paved shoulders) to the shoulder point.
  2. One half of the distance from the shoulder point to the bottom of the ditch or toe of the slope, whichever is applicable; and
  3. At the midpoint of the farthest mowing pass from the edge of the pavement. The Department will give an allowance of two (2) inches higher or lower than the specified height of six (6) inches when averaging the measurements.
- B. Progress and performance will be monitored by the Engineer, using the approved plan from the Contractor as a guide to verify the Centerline Miles mowed, and the

fifty percent (50%) Intermediate Completion Dates. The Contractor will maintain a log of Mowing Complete and will verify the completion of the work with the Engineer upon Mowing Complete.

- C. All routes where mowing/trimming have been completed must be approved/accepted by the Engineer prior to any payment. At no time will payment be made for any work not yet performed.
  - 1. Mowing Complete will be left uniform in appearance after the mowers have passed.
  - 2. Any areas that are not mowed due to insufficient overlap of the mowers or depression of the vegetation by the mowing equipment will not be accepted and must be mowed again.
  - 3. Performance deficiencies will be reported to the Contractor by facsimile within seventy-two (72) hours of identification.
  - 4. Correct Mowing/trimming Quality Acceptance deficiencies no later than forty-eight (48) hours following receipt of said notice.

2016 County Wide Shoulder Maintenance Road Listing						
Street	From	To				Length CLM
Alexander Parkway	Ga Hwy 5	Cougar Trail				1.11
Andy Mountain Road	Conners Road	Nalley Road				0.69
Anneewakee Road	Chapel Hill Road	Ga Hwy 92				4.01
Banks Mill Road	Post Road	Ga Hwy 5				3.64
Bearden Road	Gresham Road	Maroney Mill Road				0.96
Beechwood Drive	Mount Vernon Road	Lee Road				0.81
Ben Hill Road	Hwy 78	North Sweetwater Road				2.64
Berea Road	Ga Hwy 5	Daniel Mill Road				3.67
Big A Road	Ga Hwy 5	Ga Hwy 166				3.81
Blairs Bridge Road	Thornton Road	Mount Vernon Road				1.08
Bomar Road	Chapel Hill Road	Ga Hwy 92				3.65
Boyd Road	Ben Hill Road	North Burnt Hickory Road				0.99
Brewer Road	Mann Road	City Limits (Villa Rica)				2.13
Bright Star Road	City Limits	Ga Hwy 5				3.05
Brittain Road	Cedar Mountain Road	High Point Road				1.52
Camp Road	Ga Hwy 166	Post Road				0.77
Cantrell Road	Phillips Mill Road	Five Notch Road				1.62
Capps Ferry Road	Ga Hwy 166	The County Line				3.15
Cedar Mountain Road	Mann Road	Dead End				4.54
Cedar Terrace Road	Mount Vernon Road	Lee Road				0.79
Central Church Road	Bright Star Road	Chapel Hill Road				3.94
Chicago Avenue	Strickland Rd	Cedar Mountain Rd				0.81
Chapel Hill Road	Interstate I 20	Ga Hwy 166				6.54
Cole Road	Liberty Road	Ephesus Church Road				1.22
Conners Road	Post Road	The City Limits (Villa Rica)				3.03
Cool Springs Road	Post Road	Dead End				1.12
Cougar Trail	Alexander Parkway	Mason Creek Road				0.43
Cowan Mill Road	Mason Creek Road	Bright Star Rd				2.58
Daniel Mill Road	Post Road	Banks Mill Road				2.58



2016 County Wide Shoulder Maintenance Road Listing						
Street	From	To				Length CLM
<b>32a</b>						
Dorris Road	Sweetwater Church Road	Cedar Mountain Road				1.67
Dorsett Shoals Road	Ga Hwy 5	Chapel Hill Road				6.36
Douglas Hill Road	Thornton Road	Factory Shoals Road				1.94
East Baggett Road	Cowan Mill Road	Dead End				0.77
East Carroll Road	Tyree Road	Carroll County Line				1.73
East County Line Road	North/South County Line Road	Lee Road				1.30
East Union Hill Road	Daniel Mill Road	Post Road				0.92
Ephesus Church Road	Post Road	The County Line				4.75
Factory Shoals Road	Thornton Road	Riverside parkway				3.02
Five Notch Road	Cantrell Road	Dead End				1.25
Flint Hill Road	Post Road	Ga Hwy 5			p	1.53
Florence Drive	Hwy 78	Jr. High Drive				0.50
Fouts Mill Road	Ga Hwy 166	Punkintown Road				1.00
Gresham Road	North Burnt Hickory Road	The County Line				0.66
Hannah Road	Ga Hwy 166	East Carroll Road				2.16
High Point Road	Brittain Road	Ga Hwy 61				3.60
Huey Road	Maroney Mill Road	City Limits				1.38
John West Road	Bright Star Road	Hwy 78				1.64
Johnston Road	Mason Creek Road	Pool Road				1.80
Jr. High Drive	Florence Drive	South Sweetwater Road				0.34
Kilroy Lane	Ga Hwy 5	Big A Road				1.65
Kings Highway	Ga Hwy 5	Big A Road				4.23
Lake Greystone Road	Old Douglasville Road	Dead End				0.92
Lake Monroe Road	Pope Road	Ga Hwy 92				2.04
Lee Road	Ga Hwy 92	South Sweetwater Road				3.47
Liberty Road	Poole Road	Post Road				6.97
Lithia Way	Florence Drive	North County Line Road				0.63
Mann Road	Hwy 78	Brewer Road				4.86
Maroney Mill Road	Hwy 78	Ga Hwy 92				2.96

2016 County Wide Shoulder Maintenance Road Listing						
Street	From	To				Length CLM
<b>32b</b>						
Mason Creek Road	Post Road	Dorsett Schoals				5.09
Mattie McCoy Lane	Connors Road	Richardson Road				0.95
Maxham Road	Thornton Road	Old Alabama Road				1.43
Mckown Rd	South Burnt Hickory Rd	Riley Rd				1.98
Midway Road	Hwy 78	Ga Hwy 92				2.19
Miller Street	Hwy 78	South Sweetwater Road				1.56
Monier Avenue	Mount Vernon Road	Lee Road				0.92
Mount Vernon Road	Ga Hwy 92	Thornton Road				5.57
Nalley Road	Timmons Circle	Andy Mountain Road				0.59
North Baggett Road	Hwy 78	Dead End				0.98
North Burnt Hickory	Hwy 78	Cobb County Line				2.40
North County Line Road	East County Line Road	Hwy 78				3.05
North Flat Rock Road	Cedar Mountain Road	Walton Store Road				0.97
North Helton Road	Post Road	Carroll County Line				3.81
North Sweetwater Road	Hwy 78	The County Line				1.05
Old Alabama Road	Maxham Road	Cobb County Line				1.02
Old Beulah Road	Riley Road	Hwy 78				1.27
Old Douglasville Road	North Sweetwater Road	Ben Hill Road				2.01
Old Lee Road	Lee Road	Ga Hwy 92				0.66
Old Lower River Road	Hwy 166	Riverside Parkway				0.83
Phillips Mill Road	Capps Ferry Road	Dead End				1.89
Pool Road	Ephesus Church Road	Ga Hwy 5				4.29
Poole Mill Road	Pool Road	Banks Mill Road				1.16
Poole Road	Liberty Road	West Tyson Road				0.62
Pope Road	Ga Hwy 92	Anneewakee Road				3.34
Prestley Mill Rd	Cambelton Street	Slater Mill Rd				1.83
Post Road	Hwy 78	The County Line				11.68
Punkintown Road	Kings Hwy	Fouts Mill Road				1.55
Reid Road	Central Church Road	Yeager Road				0.61
Reynolds Road	Stewarts Mill Road	Central Church Road				1.41

2016 County Wide Shoulder Maintenance Road Listing						
Street	From	To				Length CLM
Richardson Road	Conners Road	Mattie McCoy Lane				2.40
<b>32c</b>						
Riley Road	Hwy 78	North County Line Road				2.05
Riverside Parkway	Hwy92	Thorton Rd				6.23
Shell Road	Ga Hwy 166	Tyree Road				1.37
Simon Road	Bomar Road	Anneewakee Road				1.36
Sinyard Road	Beechwood Drive	Skyview Drive				0.62
Skyview Drive	Thornton Road	South Sweetwater Road				2.79
Smith Road	Conners Rd	Richardson Road				1.00
South Baggett Road	Hwy 78	Mason Creek Road				1.62
South Burnt Hickory	Hwy 78	I-20				1.52
South County Line Road	East County Line Road	Lee Road				0.90
South Giles Road	Ga Hwy 5	Banks Mill Road				0.88
South River Road	Hwy 166	Whwy 166				2.15
South Sweetwater Road	Hwy 78	Lee Road				2.23
Stewart Mill Road	Central Church Road	Chapel Hill Road				2.39
Temple Street	North Sweetwater Road	Cobb County Line				1.03
Terry Lane	Hwy 92	W. County Line Road				0.43
Timmons Circle	Tyson Road	Nalley Road				1.22
Tyree Road	Liberty Road	Ga Hwy 166				4.80
Union Grove Road	North Sweetwater Road	Ben Hill Road				0.95
West Banks Mill Road	Liberty Road	Post Road				0.75
West Chapel Hill Road	Central Church Road	Ga Hwy 166				2.85
West County Line Road	Midway Road	North/South County Line Road				1.60
West Stewart Mill Road	Ga Hwy 5	Stewarts Mill Road				1.14
West Union Hill Road	North Helton Road	Ephesus Church Road				1.63
West Yeager Road	Yeager Road	Fouts Mill Road				0.90
Yancey Road	Stewarts Mill Road	Dorsett Schoals				2.48
Yeager Road	Kings Hwy	West Chapel Hill Road				4.80

2016 County Wide Shoulder Maintenance Road Listing						
Street	From	To				Length CLM
					Total	253.64
<b>32d</b>						

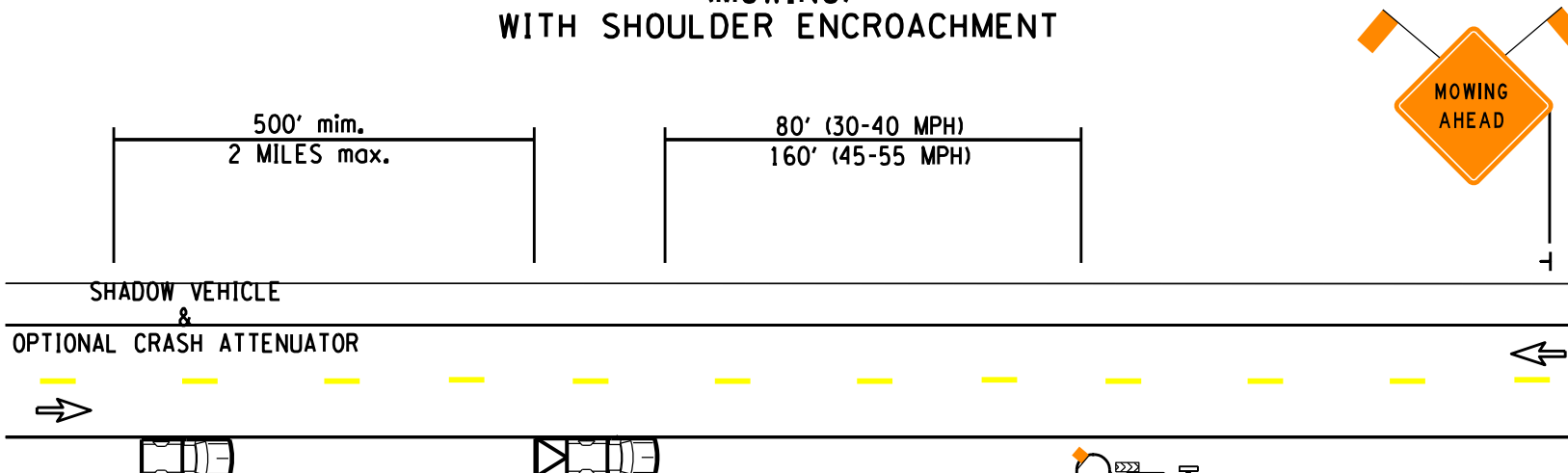
## ATTACHEMENT"C"

### EVALUTION CRITERIA FOR TRACTOR MOWING AND TRIMMING CONTRACTS

In addition to your monetary offer, the following will be used as Evaluation Criteria of your bid. Read the Evaluation Criteria carefully and submit all requested information. This information will be required prior to any evaluations being made. **Failure to comply will result in bid rejection.**

1. **Submit with the bid** a written certification that you will possess all necessary equipment and personnel to fulfill the terms of these Specifications and be ready to begin upon award of a Contract. The Department will make every effort to award the contract two (2) weeks prior to beginning date of the 1<sup>st</sup> mowing cycle.
2. **Submit with the bid** a minimum of three (3) references from present or past successful commercial contract customers, one of which should be from a contract of similar size and scope as contemplated by this Contract. Include a description of the mowing duties performed, the size of the mowing services provided described in terms of acreage. Provide a contact name and phone number for all references provided.
3. **Submit with the bid** a list of all company owned or leased equipment intended for use. A current lease agreement, with equipment list, contingent upon contract award will satisfy this requirement.
4. Contractors identified and documented as having previously been in significant non-compliance or default of State of Georgia Contracts or other contract specification requirements shall not be considered for award.
5. To be considered for award, Contractors shall not have been found to be in non-compliance with state or federal laws and /or regulations relevant to the payment of taxes, employee salaries, or workers compensation.
6. Submit with the bid, evidence of being commercial mowing contractor for a minimum of three (3) years. Copies of current and previous year's business licenses will satisfy this requirement.

**WORK ZONE TRAFFIC CONTROL for SHORT DURATION OPERATION  
(MOWING)  
WITH SHOULDER ENCROACHMENT**



OR

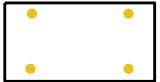


W21-8  
Static Sign

ADVANCE WARNING VEHICLE SHALL NOT ENCROACH ON TO THE TRAVEL LANE. IF SHOULDER AREA BECOMES TOO NARROW FOR VEHICLE TO BE COMPLETELY ON THE SHOULDER, THE VEHICLE SHALL STAY ON SHOULDER AREA UNTIL OPERATOR CAN SAFELY DRIVE AROUND NARROW SHOULDER TO NEW SET-UP POINT.

MOWING AHEAD sign shall be located on the side of the roadway where the mowing operation is occurring and shall be moved periodically so that it is kept as close as practical to the actual location of the mower. (2 Mile Maximum)

SHADOW VEHICLE W/  
FLASHING ARROW BOARD  
IN CAUTION MODE  
&  
OPTIONAL CRASH ATTENUATOR  
ON SHOULDER VEHICLE



OR



All mowers shall be equipped with a Slow Moving Vehicle Placard and 2-(18"min.) Square orange flags

**NOTES:**

- Mowers shall have a rotating amber beacon operating at all times. If the beacon becomes inoperable and it is necessary for the mower to encroach onto the pavement, the mower shall be followed by a vehicle with operating flashing lights.
- Hard hat, eye protection, approved vests, shirts, or jackets, hearing protection, and seat belts shall be worn at all times while operating the mower.

## **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. 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 based on the actual quantities installed and unit prices submitted on the Bid Form. This supersedes any Payment/Unit Price included in the bid documents and specifications.

**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. General Liability, and Automobile Liability insurance

- 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 contractor'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 contractor's 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](http://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.