

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 BOARD OF COMMISSIONERS**

**INVITATION TO BID**

**PATCHING, MILLING, LEVELING AND RESURFACING**

**SOLICITATION NO. 15-011**

**NOTICE TO CONTRACTORS**

Sealed Proposals will be received by The Douglas County Board of Commissioners in the Douglas County Purchasing Department, 3<sup>rd</sup> Floor, Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Georgia 30134, **UNTIL FRIDAY JUNE 26, 2015 @ 2:00 PM.** Proposals may be mailed or hand delivered. **PROPOSALS SHALL BE OPENED AND READ PUBLICLY at 2:00 PM FRIDAY JUNE 26, 2015** in the Purchasing Department, 3<sup>rd</sup> Floor of the Douglas County Courthouse.

Questions regarding this Invitation to Bid are to be delivered to:

Douglas County Purchasing Department  
Mr. Bill Peacock, Purchasing Director  
8700 Hospital Drive  
Douglasville, Georgia 30134  
Fax: 770.920.7219  
Email: [bpeacock@co.douglas.ga.us](mailto:bpeacock@co.douglas.ga.us)

**All questions must be received by 5:00 P. M., E.T., FRIDAY JUNE 19, 2015** either by e-mail, mail or fax. (No questions by telephone will be accepted. All responses will be provided by or no later than 5:00 P.M., E.T., June 23, 2015.). No other County staff or officials associated with this Project should be contacted regarding this bid. **DOING SO, MAY RESULT IN BIDDER'S DISQUALIFICATION.**

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

**Patching, Milling, Leveling, and Resurfacing  
of Various Douglas County Roads  
Consisting of 12.812 Miles  
PROJECT NUMBER: DCR-01-15**

Douglas County further reserves the right, to extend the value of this Contract by up to 20% of the original value of the Contract (Bid Amount), to accomplish unforeseen Work, within the scope of the original Contract. Extended Work will be contracted in accordance with provisions of Section IV of this Contract (Section 104.03.A - AUTHORITY TO MAKE CHANGES).

web site: [CelebrateDouglasCounty.com](http://CelebrateDouglasCounty.com)

e-mail: [bpeacock@co.douglas.ga.us](mailto:bpeacock@co.douglas.ga.us)

Persons With Hearing Or Speech Disabilities Who Need To Contact Douglas County May Place Their Call Through The Georgia Relay Center At (800) 255-0056 (Text Telephone) Or (800) 255-0135 (Voice Telephone).

All proposals shall be accompanied by a Bid Bond in favor of the Board of Commissioners of Douglas County in the amount of at least five percent (5%) of the Bid for the complete work. The Bid Bond shall be forfeited to the Board of Commissioners of Douglas County, Georgia as liquidated damages if the Bidder fails to execute the Contract and provide Performance Bond, Payment Bond and Liability Insurance Certificate within fifteen (15) calendar days after being notified that he has been awarded the contract.

“Payment will be made on a monthly basis for work performed the previous month, less two and one half percent (2.5%) retainage.” Total value of items complete for each billing will be estimated by the Engineer and certified for payment as stated in GDOT Standards Section 109.07.

The County will make payments in accordance with the Douglas County's Financial Policy. The County typically makes payments within 30-45 days after receipt of an approved invoice or certified payment request from the Engineer (**ORIGINAL INVOICE FROM CONTRACTOR IS REQUIRED BEFORE PAYMENT WILL BE MADE**).

All bidders must be Pre-Qualified with Georgia Department of Transportation (GDOT) and all subcontractors must be registered with GDOT. Qualifications of the Bidder will be reviewed before the Award of the Contract. The County may consider Award of the Contract to other than the low Bidder.

The Douglas County Board of Commissioners reserves the right to reject any and all Bids.

**NOTICE TO PROCEED** on this Project will be issued following receipt of the correct and fully executed Contract Documents and upon an approved Purchase Order in the contract amount.

**Proposal Forms for bidding this project are required to be purchased from Superior Reprographics, Inc., 591 Thornton Road, Lithia Springs, Georgia, 30122. Phone: 770-944-7293, FAX 770-944-8975, or email [print@superiorreprographics.com](mailto:print@superiorreprographics.com).**

The cost for the Proposal Forms will be **\$35.00 (plus tax)** per set. Please reference **Douglas County Solicitation: 15-011**. Purchasing arrangements for Proposal Forms are strictly the responsibility of the bidder. Superior Reprographics, Inc. is the only approved source for these plans and Proposal Forms (contract bid documents). Bidders must allow **24 hours** printing time for each order.

Bidders are cautioned not to obtain bid documents from any other source, than the one mentioned above, to insure that bid documents are complete and include the latest amendments/changes. **IT IS THE BIDDER'S RESPONSIBILITY TO INSURE THAT HIS BID DOCUMENTS ARE COMPLETE AND CORRECT PRIOR TO BID SUBMITTAL.**

A copy of the Proposal Form will be available for review at the Douglas County Purchasing Office (770-920-7263), 3<sup>rd</sup> Floor, Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Georgia 30134 between the hours of 8 am ET to 5 pm ET Monday through Friday.

**Completion Date for this Contract shall be:**

**120 (ONE HUNDRED TWENTY) CALENDAR DAYS**

**FROM NOTICE TO PROCEED DATE**

Bids shall be submitted in a sealed envelope, so marked as “Solicitation No. 15-011 Patching, Milling, Leveling and Resurfacing”, as well as the Bidder's name, addressed to the Douglas County Board of Commissioners, **ATTENTION:** Purchasing Director's Office, 8700 Hospital Drive, Douglasville, Georgia, 30134.

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

## **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. 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.

## **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](http://www.celebratedouglascounty.com), or may be attached for your convenience in compliance with this requirement.