

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

May 17, 2017

Subject: Douglas County, Georgia, Board of Commissioners
Invitation to Bid – **Pavement Marking**
Solicitation 17-015

Dear Ladies and Gentlemen:

Enclosed please find the Douglas County Board of Commissioners' Invitation to Bid covering Pavement Marking for the Douglas County Department of Transportation, Douglas County Georgia.

The Bid due date is June 16, 2017 no later than 3:00 pm ET. The Bid Opening will be held on June 16, 2017 at 3:00 pm ET at the Douglas County Courthouse, Purchasing Department Bid Opening Room, Third Floor, 8700 Hospital Drive, Douglasville, Georgia 30134. 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: **"Sealed Bid for Pavement Marking, 6/16/2017 Solicitation 17-015"**.

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 in a cursive style.

Bill C. Peacock
Purchasing Director

Attachments

DOUGLAS COUNTY BOARD OF COMMISSIONERS
INVITATION TO BID
PAVEMENT MARKING
Solicitation No. 17-015
May 17, 2017

The Douglas County Board of Commissioners is seeking bids for pavement marking of various roads throughout Douglas County, Georgia. The term of this bid begins in August 1, 2017 for a one- year period, with options to renew for additional one-year terms.

The work covered by this Invitation will be requested as the work is scheduled, and released as work directives or authorizations under separate Purchase Order number, by Douglas County. Each Purchase Order directive/authorization will not be less than \$2,000.00 each, and contain a list of roads, including: termini, lane widths, and required striping (centerline, edge lines, lane markings, etc.) Prices bid shall be firm and valid for a 1-year period, until the expiration of this agreement, July 31, 2018.

All bidders must be Pre-Qualified with the Georgia Department of Transportation (GDOT) and all subcontractors must be registered with GDOT. Bidders must remain qualified during the life of the agreement, including any renewal periods. 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.

All bidders shall submit their sealed bid on the Unit Price Bid Form, attached to this document.

All Work shall be in accordance with current Georgia Department of Transportation (GDOT) and Manual on Uniform Traffic Control Devices (MUTCD) standards and specifications.

All equipment, labor, materials, mobilization, traffic control, and other costs to accomplish this work are to be incorporated in the overall bid price per unit. The Douglas County Department of Transportation will provide sweeping services with prior coordination between Seller and Douglas County Department of Transportation.

Seller will have and maintain adequate insurance coverage to conduct striping work for Douglas County on the public roadway. Evidence of insurance shall be furnished to Douglas County prior to commencement of any work. Please see the attached General Conditions for minimum insurance requirements.

Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Printed Name: _____
Signature of Authorized Representative: _____
Title: _____
Date: _____ Telephone: _____ Fax: _____
Email: _____
Federal Tax I.D. Number: _____

Douglas County Board of Commissioners
 Invitation to Bid – Pavement Marking
 Solicitation 17-015 June 16, 2017

ITEM CODE	ITEM DESCRIPTION	UNIT	UNIT PRICE
652-0091	PAVEMENT MARKING, SYMBOL, TP 1	EA	
652-0094	PAVEMENT MARKING, SYMBOL, TP 4	EA	
652-0095	PAVEMENT MARKING, HANDICAP SYMBOL	EA	
652-0100	PAVEMENT MARKING, RR-HWY CROSSING SYMBOL	EA	
652-0105	PAVEMENT MARKING, BIKE SHARED LANE SYMBOL	EA	
652-0110	PAVEMENT MARKING, ARROW, TP 1	EA	
652-0120	PAVEMENT MARKING, ARROW, TP 2	EA	
652-0130	PAVEMENT MARKING, ARROW, TP 3	EA	
652-0170	PAVEMENT MARKING, ARROW, TP 7	EA	
652-0210	PAVEMENT MARKING, WORD, TP 1	EA	
652-0261	PAVEMENT MARKING, WORD, TP 6	EA	
652-2501	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LM	
652-2502	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LM	
652-3501	SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	
652-3502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLM	
652-5301	SOLID TRAF STRIPE, 6 IN, WHITE	LF	
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	LF	
652-5801	SOLID TRAF STRIPE, 8 IN, WHITE	LF	
652-5803	SOLID TRAF STRIPE, 10 IN, WHITE	LF	
652-5900	SOLID TRAFFIC STRIPE, HIGH BUILD WET WEATHER, 5 IN, WHITE ***Requires Special Provision***	LM	
652-5950	SOLID TRAFFIC STRIPE, HIGH BUILD WET WEATHER, 5 IN, YELLOW ***Requires Special Provision***	LM	
652-6301	SKIP TRAF STRIPE, 6 IN, WHITE	GLF	
652-6501	SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLF	
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLF	
652-6900	SKIP TRAFFIC STRIPE, HIGH BUILD WET WEATHER, 5 IN, WHITE ***Requires Special Provision***	GLM	
652-6950	SKIP TRAFFIC STRIPE, HIGH BUILD WET WEATHER, 5 IN, YELLOW ***Requires Special Provision***	GLM	
652-7000	SKIP TRAFFIC STRIPE, HIGH BUILD WET WEATHER, ***Requires Special Provision***	GLF	
652-9001	TRAFFIC STRIPE, WHITE	SY	
652-9002	TRAFFIC STRIPE, YELLOW	SY	
653-0095	THERMOPLASTIC PVMT MARKING, HANDICAP SYMBOL	EA	
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	
653-0105	PAVEMENT MARKING, BIKE SHARED LANE SYMBOL	EA	
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	

Douglas County Board of Commissioners
 Invitation to Bid – Pavement Marking
 Solicitation 17-015 June 16, 2017

ITEM CODE	ITEM DESCRIPTION	UNIT	UNIT PRICE
653-0140	THERMOPLASTIC PVMT MARKING, ARROW, TP 4	EA	
653-0150	THERMOPLASTIC PVMT MARKING, ARROW, TP 5	EA	
653-0160	THERMOPLASTIC PVMT MARKING, ARROW, TP 6	EA	
653-0170	THERMOPLASTIC PVMT MARKING, ARROW, TP 7	EA	
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	
653-0220	THERMOPLASTIC PVMT MARKING, WORD, TP 2	EA	
653-0230	THERMOPLASTIC PVMT MARKING, WORD, TP 3A	EA	
653-0235	THERMOPLASTIC PVMT MARKING, WORD, TP 3B	EA	
653-0240	THERMOPLASTIC PVMT MARKING, WORD, TP 4	EA	
653-0250	THERMOPLASTIC PVMT MARKING, WORD, TP 5	EA	
653-0260	THERMOPLASTIC PVMT MARKING, WORD, TP 6	EA	
653-0270	THERMOPLASTIC PVMT MARKING, WORD, TP 7	EA	
653-0291	THERMOPLASTIC PVMT MARKING, WORD, TP 10	EA	
653-0292	THERMOPLASTIC PVMT MARKING, WORD, TP11	EA	
653-0293	THERMOPLASTIC PVMT MARKING, WORD, TP 12	EA	
653-0294	THERMOPLASTIC PVMT MARKING, WORD, TP 13	EA	
653-0296	THERMOPLASTIC PVMT MARKING, WORD, TP 15	EA	
653-0297	THERMOPLASTIC PVMT MARKING, WORD, TP 16	EA	
653-0298	THERMOPLASTIC PVMT MARKING, WORD, TP 17	EA	
653-0299	THERMOPLASTIC PVMT MARKING, WORD, TP 20	EA	
653-0300	THERMOPLASTIC PVMT MARKING, SYMBOL, TP 1	EA	
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	
653-1706	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, YELLOW	LF	
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	
653-1806	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, YELLOW	LF	
653-1810	THERMOPLASTIC SOLID TRAF STRIPE, 10 IN, WHITE	LF	
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	
653-2804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LM	
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	
653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	GLF	
653-4501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLM	
653-4502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	GLM	
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	
654-1001	RAISED PVMT MARKERS TP 1	EA	
654-1002	RAISED PVMT MARKERS TP 2	EA	
654-1003	RAISED PVMT MARKERS TP 3	EA	
654-1010	RAISED PVMT MARKERS TP 10	EA	
655-5000	PVMT ARROW, THERMOPLASTIC, WITH RAISED REFLECTORS	EA	
655-7000	PAVEMENT ARROW, PREFORMED PLASTIC WITH RAISED REFLECTORS	EA	
656-0050	REMOVE EXIST SOLID TRAF STRIPE, 5 IN, THERMOPLASTIC	LF	

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ITEM CODE	ITEM DESCRIPTION	UNIT	UNIT PRICE
656-0080	REMOVE EXIST SOLID TRAF STRIPE, 8 IN, THERMOPLASTIC	LF	
656-0100	REMOVE EXIST SOLID TRAF STRIPE, 10 IN, THERMOPLASTIC	LF	
656-0240	REMOVE EXIST SOLID TRAF STRIPE, 24 IN, THERMOPLASTIC	LF	
656-2080	REMOVE EXIST SOLID TRAF STRIPE, 8 IN, THERMOPLASTIC	LM	
656-4001	REMOVE EXIST TRAF MARKINGS, THERMOPLASTIC	SY	
656-5000	REMOVE EXIST TRAF MARKINGS	EA	
657-1054	PREFORMED PLASTIC SOLID PVMT MKG, 5 IN, WHITE, TP PB	LF	
657-1084	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, WHITE, TP PB	LF	
657-1085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST	LF	
657-1104	PREFORMED PLASTIC SOLID PVMT MKG, 10 IN, WHITE, TP PB	LF	
657-1244	PREFORMED PLASTIC SOLID PVMT MKG, 24 IN, WHITE, TP PB	LF	
657-2054	PREFORMED PLASTIC SOLID PVMT MKG, 5 IN, WHITE, TP PB	LM	
657-2085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST	LM	
657-2086	PREFORMED PLASTIC SOLID PVMT MKG, 10 IN, WHITE, TP PB	LM	
657-3054	PREFORMED PLASTIC SKIP PVMT MKG, 5 IN, WHITE, TP PB	GLF	
657-3085	PREFORMED PLASTIC SKIP PVMT MKG, 8 IN, CONTRAST	GLF	
657-3086	PREFORMED PLASTIC SKIP PVMT, MKG,8 IN, CONTRAST	GLF	
657-4085	PREFORMED PLASTIC SKIP PVMT MKG, 8 IN, CONTRAST	GLM	
657-5001	PREFORMED PLASTIC PAVEMENT MARKING, WHITE, TP PB	SY	
657-5002	PREFORMED PLASTIC PAVEMENT MARKING, YELLOW, TP PB	SY	
657-5003	PREFORMED PLASTIC PAVEMENT MARKING, WORD TP 1, TP PB	EA	
657-5005	PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYM, CONTRAST	EA	
657-5014	PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYM,WHITE, TP PB	EA	
657-5016	PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYM, ARROW TP 1,	EA	
657-5017	PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYM, ARROW TP 2,	EA	
657-5018	PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYM, ARROW TP 3,	EA	
657-5019	PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYM, ARROW TP 4,	EA	
657-5020	PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYM, ARROW TP 7,	EA	
657-6054	PREFORMED PLASTIC SOLID PVMT MKG, 5 IN, YELLOW, TP PB	LF	
657-6085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST	LF	
657-7054	PREFORMED PLASTIC SOLID PVMT MKG, 5 IN, YELLOW, TP PB	LM	
657-7085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST	LM	
657-8054	PREFORMED PLASTIC SKIP PVMT MKG, 5 IN, YELLOW, TP PB	GLF	
657-9110	WET REFLECTIVE PREFORMED SOLID PAVEMENT MARKINGS, 5 INCH, WHITE ***Requires Supplemental Specification**	LF	
657-9111	WET REFLECTIVE PREFORMED SOLID PAVEMENT MARKINGS, 5 INCH, YELLOW ***Requires Supplemental Specification**	LF	
657-9122	WET REFLECTIVE PREFORMED SOLID PAVEMENT MARKINGS, 10 INCH, WHITE ***Requires Supplemental Specification**	LF	
657-9210	WET REFLECTIVE PREFORMED SOLID PAVEMENT MARKINGS, 5 INCH, WHITE ***Requires Supplemental Specification**	LM	
657-9211	WET REFLECTIVE PREFORMED SOLID PAVEMENT MARKINGS, 5 INCH, YELLOW ***Requires Supplemental Specification**	LM	

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ITEM CODE	ITEM DESCRIPTION	UNIT	UNIT PRICE
657-9310	WET REFLECTIVE PREFORMED SKIP PAVEMENT MARKINGS, 5 INCH, WHITE, ***Requires Supplemental Specification**	GLF	
657-9325	WET REFLECTIVE PREFORMED SKIP PAVEMENT MARKINGS, 10 IN, YELLOW ***Requires Supplemental Specification**	GLM	
657-9410	WET REFLECTIVE PREFORMED SKIP PAVEMENT MARKINGS, 5 INCH, WHITE, ***Requires Supplemental Specification**	GLM	
657-9510	WET REFLECTIVE PREFORMED PAVEMENT MARKINGS, WHITE ***Requires Supplemental Specification**	SY	
657-9512	WET REFLECTIVE PREFORMED PAVEMENT MARKINGS, YELLOW ***Requires Supplemental Specification**	SY	
657-9515	WET REFLECTIVE PERFORMED PAVEMENT MARKINGS, WORDS OR SYMBOLS ***Requires Supplemental Specification**	EA	
657-9520	WET REFLECTIVE PERFORMED PAVEMENT MARKINGS, 18 INCH, WHITE ***Requires Supplemental Specification**	LF	
658-1005	SOLID POLYUREA TRAFFIC STRIPE, 8 IN, WHITE	LM	
658-1010	SOLID POLYUREA TRAFFIC STRIPE, 10 IN, WHITE	LM	
658-1100	SKIP POLYUREA TRAFFIC STRIPE, 5 IN, WHITE	GLM	
658-1103	SKIP POLYUREA TRAFFIC STRIPE, 8 IN, WHITE	GLM	

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 losses, 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, 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.