



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 14, 2019

Subject: Douglas County, Georgia, Board of Commissioners
Invitation to Bid – **Pavement Markings**
Solicitation 19-012

Dear Ladies and Gentlemen:

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

The Bid due date is June 14, 2019 no later than 2:00 pm ET. The Bid Opening will be held on June 14, 2019 at 2:00 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 Markings, 6/14/2019 Solicitation 19-012"**.

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

Sincerely,

Bill C. Peacock
Purchasing Director

Attachments

**DOUGLAS COUNTY BOARD OF COMMISSIONERS
INVITATION TO BID
PAVEMENT MARKINGS
Solicitation No. 19-012
May 14, 2019**

The Douglas County Board of Commissioners is seeking bids for pavement markings on various roads throughout Douglas County, Georgia. The term of this bid begins on July 1, 2019 for a one- year period, with options to renew for additional one-year terms.

Bids will be received by The Douglas County Board of Commissioners in the Douglas County Purchasing Department, 3rd Floor, Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Georgia 30134, until **Friday, June 14, 2019 @ 2:00 PM**. Proposals may be mailed or hand delivered. Names of the Firms submitting proposals will be opened and read aloud publicly at **2:00pm Friday, June 14, 2019** in the Purchasing Department, 3rd Floor of the Douglas County Courthouse.

Questions regarding this Invitation to Proposal 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

All questions must be received by 5:00pm Friday, May 31, 2019 either by e-mail, mail or fax. No questions by telephone will be accepted. All responses will be provided by or no later than 5:00pm Friday, June 7, 2019. No other County staff or officials associated with this Project should be contacted regarding this proposal.

Bids shall be submitted in a sealed envelope, so marked as **“Solicitation 19-012 Pavement Markings”**; as well as the Proposers’ name, addressed to the Douglas County Board of Commissioners, ATTENTION: Purchasing Director’s Office, 8700 Hospital Drive, Douglasville, Georgia, 30134.

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 shall contain the road(s), including: termini, length, and required striping components (centerline, edge lines, lane markings, etc.) Prices bid shall be firm and valid for a 1-year period, until the expiration of this agreement, June 30, 2020. Our intent is to solicit approximately 23.5 miles of roadway striping during term year one, excluding unforeseen challenges.

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 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 Contractor and Douglas County Department of Transportation.

Contractor 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.

All work shall commence within thirty (30) calendar days upon issuance of a Notice to Proceed (NTP) by the County's DOT Project Manager. All work shall be completed within forty five (45) days after it is begun unless otherwise specified by the County.

All Temporary Pavement Markings must be installed on resurfaced roadways as determined by the County's Project Manager. All temporary work shall begin within ten (10) calendar days after the receipt of a NTP and shall be completed within fifteen (15) calendar days.

Multiple Awards: The County reserves, in its sole discretion, the option to award to multiple Bidders. The awards will be based on the bid in its entirety or by components.

Alternating Between Awarded Bidders: At the discretion of the DOT Director, alternating between awarded Bidders shall be based on scheduling availability and or performance based activities.

Minimum Requirements:

The Bidder shall furnish all necessary products and delivery to successfully provide Pavement Markings for various locations throughout the County.

All materials and installation practices shall meet all applicable American Society of Testing Materials (ASTM) specifications, the American Association of State Highway and Transportation Officials (AASHTO) guidelines; and except as noted, this project will follow current Georgia Department of Transportation (GDOT) State of Georgia Standard Specification – Construction of Transportation Systems 2001 Edition, Supplemental Specifications 2008 Edition and the current version of the applicable Special Provisions (Specifications), along with the GDOT English Standards and Details for the Construction of Roadways and Bridges.

All materials provided and installed must be from vendors on GDOT's Qualified Products Lists.

Bidder shall furnish all traffic control devices and work zone traffic control measures must conform to all requirements within the Manual of Uniform Traffic Control Devices (MUTCD) and Federal Highway Administrations Manual. The Bidder shall be responsible for all traffic control in order to minimize tracking to assure pavement marking product is sufficiently hardened or dried and will not track when vehicles travel through materials.

Bid Specifications:

All new Raised Pavement Markers (RPM's) installed shall be of the same brand and product model. Installation of RPM's shall follow the guidelines provided in MUTCD.

The Bidder shall be liable for any damage claims arising from striping materials being collected onto private vehicles from non-hardened or non-dried materials.

The County may furnish pre-lining at locations where changes are needed and where striping is different from ordinary, as determined by Douglas County's Traffic Operations Division Manager. The Bidder will be responsible for installing all pre-lining as necessary.

Water Blasting shall conform to GDOT specification 656.

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

RFB #XX-XX UNIT PRICE BID FORM

SECTION 1: THERMOPLASTIC PAVEMENT MARKINGS			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
1-1.	5" solid white	LF	
1-2.	5" solid yellow	LF	
1-3.	5" solid white	LM	
1-4.	5" solid yellow	LM	
1-5.	5" skip white or yellow	GLF	
1-6.	5" skip white or yellow	GLM	
1-7.	8" solid white	LF	
1-8.	10" solid white	LF	
1-9.	12" solid white	LF	
1-10.	24" solid white	LF	
1-11.	White Striping (Hatching)	Sq. Yds.	
1-12.	Yellow Striping (Hatching)	Sq. Yds.	
1-13.	Type 1 Arrow (straight)	Each	
1-14.	Type 2 Arrow (turn)	Each	
1-15.	Type 3 Arrow (turn / straight combo)	Each	

1-16.	Type 4 Arrow (straight -LARGE)	Each	
1-17.	Type 5 Arrow (L-turn / R-turn)	Each	
1-18.	Type 6 Arrow (L-turn / U-turn)	Each	
1-19.	Type 7 Arrow (U-turn)	Each	
1-20.	Word - Type 1 (ONLY)	Each	
1-21.	Word - Type 2 (STOP)	Each	
1-22.	Word - Type 3A (SCHOOL) (one lane)	Each	
1-23.	Word - Type 3B (SCHOOL) (two lanes)	Each	

SECTION 1: THERMOPLASTIC PAVEMENT MARKINGS			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
1-24.	Word - Type 4 (AHEAD)	Each	
1-25.	Word - Type 5 (SLOW)	Each	
1-26.	Word - Type 6 (BUSES)	Each	
1-27.	Word - Type 15 (YIELD)	Each	
1-28.	Thermoplastic Handicap Symbol	Each	
1-29.	MUTCD Railroad Crossing Marking	Each	
SUBTOTAL SECTION 1 - THERMOPLASTIC PAVEMENT MARKINGS (Sum of 1-1. through 1-29.)			\$
SECTION 2: PAINTED PAVEMENT MARKINGS			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
2-1.	5" solid white or yellow	LF	
2-2.	5" solid white or yellow	LM	
2-3.	5" skip white or yellow	GLF	
2-4.	5" skip white or yellow	GLM	
2-5.	8" solid white or yellow	LF	
2-6.	10" solid white or yellow	LF	
2-7.	12" solid white or yellow	LF	
2-8.	24" solid white or yellow	LF	
2-9.	White Striping (Hatching)	Sq Yds.	
2-10.	Yellow Striping (Hatching)	Sq Yds.	
2-11.	Type 1 Arrow (straight)	Each	
2-12.	Type 2 Arrow (turn)	Each	
2-13.	Word - Type 1 (ONLY)	Each	
2-14.	Word - Type 2 (STOP)	Each	
SUBTOTAL SECTION 2 - PAINTED PAVEMENT MARKINGS (Sum of 2-1. through 2-14.)			\$

SECTION 3: TEMPORARY PAVEMENT MARKINGS (Paint)

ITEM	DESCRIPTION	UNIT	UNIT PRICE
3-1.	4" solid white or yellow	LF	
3-2.	4" skip white or yellow	LM	
3-3.	4" skip white or yellow	GLF	
3-4.	4" skip white or yellow	GLM	
3-5.	6" solid white	LF	
3-6.	12" solid white	LF	
3-7.	White Striping (Hatching)	Sq. Yds.	
3-8.	Yellow Striping (Hatching)	Sq. Yds.	
SUBTOTAL SECTION 3 - TEMPORARY PAVEMENT MARKINGS (Paint) (Sum of 3-1. through 3-8.)			\$

SECTION 4: RAISED PAVEMENT MARKERS (RPM's)

ITEM	DESCRIPTION	UNIT	UNIT PRICE
4-1.	RPM, Type 1, Same Color Both Sides	Each	
4-2.	RPM, Type 2, One Color On One Side	Each	
4-3.	RPM, Type 3, Different Color Each Side	Each	
4-4.	RPM, Type 10 w/ Reflector	Each	
4-5.	Removal of Existing Type 1-3 RPM's	Each	
SUBTOTAL SECTION 4 - RAISED PAVEMENT MARKERS (RPM's) (Sum of 4-1. through 4-5.)			\$

SECTION 5: BIKE LANE PAVEMENT MARKINGS

ITEM	DESCRIPTION	UNIT	UNIT PRICE
5-1.	Chevron / Bike Legend (9')	Each	
5-2.	Bike w/ Rider Legend (6')	Each	
5-3.	Arrow (6' straight)	Each	
5-4.	Arrow (6' turn)	Each	
5-5.	Pedestrian Symbol (8')	Each	

SECTION 5: BIKE LANE PAVEMENT MARKINGS			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
5-6.	BIKE (word 4')	Each	
5-7.	LANE (word 4')	Each	
5-8.	ONLY (word 4')	Each	
5-9.	Green Striping including sealer	Sq. Ft.	
5-10.	White (mini-skip) 4"x2'	LF	
SUBTOTAL SECTION 5 - BIKE LANE PAVEMENT MARKINGS (Sum of 5-1. through 5-10.)			\$
SECTION 6: PAVEMENT MARKING REMOVAL			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
6-1.	Eradication of 5" solid line	LF	
6-2.	Eradication of 8" solid line	LF	
6-3.	Eradication of 10" solid line	LF	
6-4.	Eradication of 12" solid line	LF	
6-5.	Eradication of 24" solid line	LF	
6-6.	Eradication of Traffic Stripe (hatching)	SY	
6-7.	Eradication of Single Arrow	Each	
6-8.	Eradication of Double Arrow	Each	
6-9.	Eradication of Triple Arrow	Each	
6-10.	Eradication of Word (single lane)	Each	
6-11.	Eradication of Word (two lanes)	Each	
6-12.	Water Blasting - Up To 6" Wide Solid Line	LF	
6-13.	Water Blasting - Up To 6" Wide Skip Line	GLF	
6-14.	Water Blasting Arrows	Each	
6-15.	Water Blasting Words	Each	
6-16.	Water Blasting Transverse Lines (X-Walks / Stop Bars)	Each	

SECTION 6: PAVEMENT MARKING REMOVAL			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
6-17.	Water Blasting Islands & Gores (Hatching)	Sq. Yd.	
6-18.	Water Blasting Mobilization (less than \$5000 project value)	Each	
SUBTOTAL SECTION 6 - PAVEMENT MARKING REMOVAL (Sum of 6-1. through -18.)			\$
SECTION 7: PREFORM MATERIAL			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
7-1.	Preformed Plastic 5" Solid White Tp. PB	LF	
7-2.	Preformed Plastic 5" Solid Yellow Tp. PB	LF	
7-3.	Preformed Plastic 5" Skip White Tp. PB	GLF	
7-4.	Preformed Plastic 5" Skip Yellow Tp. PB	GLF	
7-5.	Preformed Plastic 8" Solid White Tp. PB	LF	
7-6.	Preformed Plastic 10" Solid White Tp. PB	LF	
7-7.	Preformed Plastic 12" Solid White Tp. PB	LF	
7-8.	Preformed Plastic 24" Solid White Tp. PB	LF	
7-9.	Preformed Plastic Striping White (Hatching) Tp. PB	Sq. Yd.	
7-10.	Preformed Plastic Striping Yellow (Hatching) Tp. PB	Sq. Yd.	
7-11.	Preformed Plastic Word Tp. 1 (ONLY) Tp. PB	Each	
7-12.	Preformed Plastic Word Tp. 2 (STOP) Tp. PB	Each	
7-13.	Preformed Plastic Word Tp. 3a (SCHOOL) one lane Tp. PB	Each	
7-14.	Preformed Plastic Word Tp. 3b (SCHOOL) two lanes Tp. PB	Each	
7-15.	Preformed Plastic Word Tp. 4 (AHEAD) Tp. PB	Each	
7-16.	Preformed Plastic Word Tp. 5 (SLOW) Tp. PB	Each	
7-17.	Preformed Plastic Word Tp. 15 (YIELD) Tp. PB	Each	
7-18.	Preformed Plastic Arrow Tp. 1 (straight) Tp. PB	Each	
7-19.	Preformed Plastic Arrow Tp. 2 (turn) Tp. PB	Each	

SECTION 7: PREFORM MATERIAL			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
7-20.	Preformed Plastic Arrow Tp. 3 (turn / straight combo) Tp. PB	Each	
7-21.	Preformed Plastic Arrow Tp.4 (straight -LARGE)Tp. PB	Each	
7-22.	Preformed Plastic Arrow Tp. 5 (L-turn / R-turn) Tp. PB	Each	
7-23.	Preformed Plastic Arrow Tp. 6 (L-turn / U-turn) Tp. PB	Each	
7-24.	Preformed Plastic Arrow Tp. 7 (U-turn) Tp. PB	Each	
7-25.	Preformed Plastic 5" Solid White Contrast	LF	
7-26.	Preformed Plastic 5" Solid Yellow Contrast	LF	
7-27.	Preformed Plastic 5" Skip White Contrast	GLF	
7-28.	Preformed Plastic 5" Skip Yellow Contrast	GLF	
7-29.	Preformed Plastic 8" Solid White Contrast	LF	
7-30.	Preformed Plastic 10" Solid White Contrast	LF	
7-31.	Preformed Plastic 12" Solid White Contrast	LF	
7-32.	Preformed Plastic 24" Solid White Contrast	LF	
7-33.	Preformed Plastic Striping White (Hatching) Contrast	Sq. Yd.	
7-34.	Preformed Plastic Striping Yellow (Hatching) Contrast	Sq. Yd.	
7-35.	Preformed Plastic Word Tp. 1 (ONLY) Contrast	Each	
7-36.	Preformed Plastic Word Tp. 2 (STOP) Contrast	Each	
7-37.	Preformed Plastic Word Tp. 3a (SCHOOL) one lane Contrast	Each	
7-38.	Preformed Plastic Word Tp. 3b (SCHOOL) two lanes Contrast	Each	
7-39.	Preformed Plastic Word Tp. 4 (AHEAD) Contrast	Each	
7-40.	Preformed Plastic Word Tp. 5 (SLOW) Contrast	Each	
7-41.	Preformed Plastic Word Tp. 15 (YIELD) Tp. PB	Each	
7-42.	Preformed Plastic Arrow Tp. 1 (straight) Contrast	Each	
7-43.	Preformed Plastic Arrow Tp. 2 (turn) Contrast	Each	

SECTION 7: PREFORM MATERIAL			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
7-44.	Preformed Plastic Arrow Tp. 3 (turn / straight combo) Contrast	Each	
7-45.	Preformed Plastic Arrow Tp.4 (straight -LARGE) Contrast	Each	
7-46.	Preformed Plastic Arrow Tp. 5 (L-turn / R-turn) Contrast	Each	
7-47.	Preformed Plastic Arrow Tp. 6 (L-turn / U-turn) Contrast	Each	
7-48.	Preformed Plastic Arrow Tp. 7 (U-turn) Contrast	Each	
SUBTOTAL SECTION 7 - PREFORM MATERIAL (Sum of 7-1. through 7-48.)			\$

GRAND TOTAL (SUM OF SECTIONS 1 THROUGH 7) fill in below	
\$ _____	(IN FIGURES)
_____	(IN WORDS)
Printed Name	Title
Signature	Date
COMPANY NAME	

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, official's 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 within the Superior Court of Douglas County, Georgia, and the governing law shall be the law of the state of Georgia.