COBB COUNTY
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION

Cobb Pkwy/US41/SR3 @ SR92/Dallas Acworth Hwy.
Project No. E4070
P.I. No. 0010939
October 25, 2016

ADDENDUM NO. 2

Proposals Received Until October 27, 2016 – 12:00 Noon Local Time

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The following addendum hereby amends and/or modifies the Bid Documents and Contract Specifications as issued for this project. All bidders are subject to the provisions of this Addendum. **Bidders shall acknowledge receipt of this addendum and must use the attached revised bid schedule of items.**

NOTE: Addenda and plan holder lists will be posted online at the following websites:
Cobb County Purchasing
http://www.cobbcounty.org/index.php?option=com_content&view=article&id=1963&Itemid=629
Cobb County DOT
http://www.cobbcounty.org/index.php?option-com_content&view=article&id=904&Itemid=607
Bid Express
www.bidexpress.com

Receipt of addenda must be acknowledged online at www.bidexpress.com. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal and to utilize the latest bid schedule.

Proposals may be rejected if any of the Unit Prices are obviously unbalanced. The County will decide whether any Unit Prices are unbalanced either excessively above or below a reasonable cost analysis value determined by the Engineer, particularly if these unbalanced amounts are substantial and contrary to the interest on the County.

A Disadvantaged Business Enterprise (DBE) PARTICIPATION GOAL OF 14% has been established for this project. Bidders shall comply with 49 C.F.R. Part 26 in their efforts to attain this goal. Bidders shall be required to document sufficient DBE participation to meet this goal, or alternatively document good faith efforts to do so.

In an effort to meet Title VI requirements, contractors are encouraged to fill out the form in the bid package. This is strictly voluntary. Please place form in a separate envelope and deliver to Cobb County Purchasing Department.

Please see attached revised contract sections, 103.08 and 103.09.

Manhole H1.0 shown on drawing 13-002 does not exist, the bid schedule has been revised to add a storm sewer manhole, 57-feet of 30-inch pipe, and a flared end section.

I. BID SCHEDULE

Please see attached revised bid schedule.

II. QUESTIONS/ANSWERS

Q. In Addendum 1 Q & A you told us that the Jack & Bore Bid Item would be changed to call out the requirement for a 30" Steel Casing, however the bid form does not reflect this change. Please change the bid form to match the Q & A response.

A. Please see attached revised bid schedule.

Michael L. Francis, P.E.
Pre-Construction Engineer

MLF/WK/jan

cc: *Electronic copies:*
Cobb County Purchasing (w/hard copy)
Jim Wilgus, Director
Erica Parish, Deputy Director
Obie Brannon, CCDOT Construction
Brook Martin, CCDOT Operations
Wade Kelly, CCDOT Construction
Adam Lewis, CCDOT Construction
Kelly Patrick, CCDOT Operations
Barbara Roberts, CCDOT Construction
David Muller, CCDOT Utility Coordinator
Andy Rikard, CCDOT Utility Coordinator
Dyan Merced, CCDOT Engineering
Kari Parramore, CCDOT Construction
Jane Stricklin, CCDOT, Operations
Karen Matthews, CCDOT Engineering
Brian Loudermilk, CCDOT Engineering
Denise Hatabian, CCDOT Construction
James Hudgins, CCDOT Engineering
Attachments: Revised Bid Schedule, Documents

Cobb County ProjectView

Department of Transportation

Bid Schedule of Items - Project Detail

10/25/2016 4:32:25PM

Contract No: C 000680 Vendor: _____

Project No: E4070 AT DALLAS ACWORTH HIGHWAY COBB PARKWAY Signature: _____

Group:T01 ROADWAY

Line No.	Approx Quant.	Item	Unit Price	Amount
	1.00	150-1000		
5	LS	TRAFFIC CONTROL		
	4.00	163-0232		
10	ACR	TEMPORARY GRASSING		
	32.00	163-0240		
15	TON	MULCH		
	2.00	163-0300		
20	EA	CONSTRUCTION EXIT		
	6.00	163-0503		
25	EA	CONSTRUCT & REMOVE SILT CONTROL GATE, TP 3		
	15.00	163-0527		
30	EA	CONSTRUCT & REMOVE RIP RAP CHECK DAMS		
		Desc: STN P RIPRAP/SN BG		
	1,050.00	163-0528		
35	LF	CONSTRUCT & REMOVE FABRIC CHECK DAM		
		Desc: TP C SLT FN		
	23.00	163-0550		
40	EA	CONSTRUCT & REMOVE INLET SEDIMENT TRAPS		
	2,208.00	165-0030		
45	LF	MAINTENANCE OF TEMPORARY SILT FENCE - TP C		
	525.00	165-0041		
50	LF	MAINTENANCE OF CHECK DAMS - ALL TYPES		
	6.00	165-0087		
55	EA	MAINTENANCE OF SILT CONTROL GATE - TP III		
	2.00	165-0101A		
60	EA	MAINTENANCE OF CONSTRUCTION EXIT		
	23.00	165-0105		
65	EA	MAINTENANCE OF INLET SEDIMENT TRAPS		
	1.00	167-1000A		
70	EA	WATER QUALITY MONITORING AND SAMPLING		
	12.00	167-1500		
75	MO	WATER QUALITY INSPECTION		

Contract No: C 000680 Vendor: _____

Project No: E4070 AT DALLAS ACWORTH HIGHWAY COBB PARKWAY Signature: _____

Group:T01 ROADWAY

Line No.	Approx Quant.	Item	Unit Price	Amount
80	4,416.00 LF	171-0030 TEMPORARY SILT FENCE, TYPE C		
85	1.00 LS	205-0100 CONSTRUCTION ALLOWANCE	Fixed	$ 250,000.00
90	10.00 CY	207-0203 FOUND BKFILL MATL, TP II		
95	1.00 LS	210-0100 GRADING COMPLETE		
100	800.00 SY	310-5060 GR AGGR BASE CRS, 6 IN, INCL MATL		
105	7,100.00 SY	310-5140 GR AGGR BASE CRS, 14 IN, INCL MATL		
110	50.00 TON	402-1802 RECYCLED ASPH CONC PATCHING INCL BIT MATL & H LIME		
115	50.00 TON	402-1812 RECYCLED ASPH CONC LEVELING,INCL BIT MAT & HYD LIM		
120	18,000.00 SY	402-3144 RECY 12.55MM SP W/POLY MOD BM & LIME - LEVEL B		
125	6,581.00 SY	402-4012 RECYC 2" ASP CON 19MM SPRPAVE GP1 OR 2 INC BM & HL		
130	6,581.00 SY	402-9991 RECYC 10" ASPH CONC BSE 25MM SPRPAVE GP 1 OR 2 INC BM&HL		
135	1,393.00 GAL	413-1000 BITUM TACK COAT		
140	2,200.00 SY	432-5010 MILL ASPHALT CONC PVMT, VARIABLE DEPTH		
145	59.00 SY	441-0016 DRIVEWAY CONCRETE, 6 IN THICKNESS		
150	105.00 SY	441-0018 DRIVEWAY CONCRETE, 8 IN THICKNESS		

Cobb County ProjectView

Department of Transportation

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Group:T01 ROADWAY

Line No.	Approx Quant.	Item	Unit Price	Amount
155	185.00 SY	441-0108A Concrete Sidewalk, 8 In		
160	2.00 EA	441-0303 CONC SPILLWAY, TP 3		
165	950.00 SY	441-0740 CONC MEDIAN, 4 IN		
170	285.00 SY	441-0754 CONC MEDIAN 7 1/2 IN		
175	48.00 SY	441-4020 CONC VALLEY GUTTER, 6 IN		
180	16.00 SY	441-4030 CONC VALLEY GUTTER, 8 IN		
185	2,480.00 LF	441-6222 CONC CURB & GUTTER, 8" X 30", TYPE 2		
190	1,543.00 LF	441-6740 CONC CURB & GUTTER, 8" X 30", TYPE 7		
195	160.00 LF	444-1000 SAWED JTS IN EXIST PVMTS Dese: PCC		
200	3,511.00 LF	446-1100 PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDE		
205	1.00 GLM	456-2015 INDENTATION RUMBLE STRIPS - GROUND-IN-PLACE (SKIP)		
210	5.00 CY	500-3800 CLASS A CONCRETE, INCL REINF STEEL		
215	119.00 CY	500-9999 CLASS B CONCRETE, BASE OR PVMT WIDENING		
220	28.00 LF	550-1150 STORM DRAIN PIPE, 15 IN, H 1-10		
225	1,190.00 LF	550-1180 STORM DRAIN PIPE, 18 IN, H 1-10		

Contract No: C 000680 Vendor: _____

Project No: E4070 AT DALLAS ACWORTH HIGHWAY COBB PARKWAY Signature: _____

Group:T01 ROADWAY

Line No.	Approx Quant.	Item	Unit Price	Amount
230	122.00 LF	550-1300 STORM DRAIN PIPE, 30 IN, H 1-10		
235	184.00 LF	550-2180 SIDE DRAIN PIPE, 18 IN, H 1-10		
240	8.00 EA	550-3418 SAFETY END SECTION, 18 IN, SIDE DRAIN, 4:1 SLOPE		
245	4.00 EA	550-4218 FLARED END SECTION, 18 IN, STORM DRAIN		
250	1.00 EA	550-4230 FLARED END SECTION, 30 IN, STORM DRAIN		
255	100.00 LF	573-2006 UNDERDRAIN PIPE INCL DRAINAGE AGGR, 6 IN		
260	152.00 SY	603-2181 STONE DUMPED RIP RAP, TP 3, 18 IN		
265	152.00 SY	603-7000 PLASTIC FILTER FABRIC		
270	4.00 EA	611-3030 RECONSTR STORM SEW MANHOLE, TYPE 1		
275	1.00 EA	611-8040 ADJUST DROP INLET TO GRADE		
280	1.00 EA	611-8050 ADJUST MANHOLE TO GRADE		
285	64.00 LF	615-1000 JACK & BORE PIPE (SIZE & TK) 18" Desc: Includes 30-inch steel casing		
290	120.00 LF	615-1200 DIRECTIONAL BORE Desc: 5 Inch		
295	9.00 EA	634-1200 RIGHT OF WAY MARKER		
300	113.00 SF	636-1033 HIGHWAY SIGNS, TP 1 MATL REFL SHEETING, TP 9		

Contract No: C 000680 Vendor: _____

Project No: E4070 AT DALLAS ACWORTH HIGHWAY COBB PARKWAY Signature: _____

Group:T01 ROADWAY

Line No.	Approx Quant.	Item	Unit Price	Amount
305	75.00 SF	636-1046 HWY SIGNS, TP2 MATL, REFL SHEETING, TP 11 Desc: Traffic		
310	44.00 SF	636-1046 HWY SIGNS, TP2 MATL, REFL SHEETING, TP 11 Desc: Signing & Marking		
315	155.00 LF	636-2070 GALV STEEL POSTS TP 7		
320	50.00 LF	636-2080 GLAV STEEL POSTS, TP 8		
325	510.00 LF	639-2002 STEEL WIRE STRAND CABLE, 3/8 IN		
330	4.00 EA	639-3003 STEEL STRAIN POLE, TP III		
335	3.00 EA	639-3004 STEEL STRAIN POLE, TP IV Desc: 40 FT		
340	1.00 EA	639-3004 STEEL STRAIN POLE, TP IV Desc: 50 FT		
345	575.00 LF	641-1200 GUARD RAIL, TYPE W		
350	3.00 EA	641-5001 GUARD RAIL ANCHORAGE, TP 1		
355	2.00 EA	641-5012 GUARDRAIL ANCHORAGE, TP 12		
360	265.00 LF	643-8200 BARRIER FENCE, 4 FT Desc: Orange		
365	1.00 LS	647-1000 TRAFFIC SIGNAL INSTALLATION		
370	1.00 EA	647-2160 PULLBOX, TP 6		

Contract No: C 000680 Vendor: _____

Project No: E4070 AT DALLAS ACWORTH HIGHWAY COBB PARKWAY Signature: _____

Group:T01 ROADWAY

Line No.	Approx Quant.	Item	Unit Price	Amount
375	5.00 EA	653-0110 THERMOPLASTIC PVMT MARKING, ARROW, TP 1		
380	43.00 EA	653-0120 THERMOPLASTIC PVMT MARKING, ARROW, TP 2		
385	3.00 EA	653-0130 THERMOPLASTIC PVMT MARKING, ARROW, TP 3		
390	7,458.00 LF	653-1501 THERMOPLASTIC SOLID TRAFFC STRIPE, 5 IN,WHITE		
395	2,165.00 LF	653-1502 THERMOPLASTIC SOLID TRAFFC STRIPE, 5 IN,YELLW		
400	234.00 LF	653-1704 THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE		
405	2,907.00 LF	653-1804 THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE		
410	1,977.00 GLF	653-3501 THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN,WHITE		
415	1,929.00 SY	653-6004 THERMOPLASTIC TRAF STRIPING, WHITE		
420	1,014.00 SY	653-6006 THERMOPLASTIC TRAF STRIPING, YELLOW		
425	84.00 EA	654-1001 RAISED PVMT MARKERS, TP 1		
430	224.00 EA	654-1003 RAISED PVMT MARKERS, TP 3		
435	9.00 EA	668-1100 CATCH BASIN, GP 1		
440	4.00 LF	668-1110 CATCH BASIN, GP 1, ADDL DEPTH		
445	6.00 EA	668-2100 DROP INLET, GP 1		
450	3.00 EA	668-4300 STORM SEW MANHOLE, TP 1		

Cobb County ProjectView

Department of Transportation

Bid Schedule of Items - Project Detail

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Contract No: C 000680 Vendor: _____

Project No: E4070 AT DALLAS ACWORTH HIGHWAY COBB PARKWAY Signature: _____

Group:T01 ROADWAY

Line No.	Approx Quant.	Item	Unit Price	Amount
	8.00	668-4311		
455	LF	STORM SEW MANHOLE, TP 1, ADDL DEPTH, CL 1		
	700.00	682-6233		
460	LF	CONDUIT, NONMETL, TP 3, 2 IN		
	1.00	687-1000		
465	LS	TRAFFIC SIGNAL TIMING		
		Desc: Configure SCATS Personality		
	4.00	700-6910		
470	ACR	PERMANENT GRASSING		
	24.00	700-7000		
475	TON	AGRICULTURAL LIME		
	7.00	700-8000		
480	TON	FERTILIZER MIXED GRADE		
	400.00	700-8100		
485	LB	FERTILIZER NITROGEN CONTENT		
	2,950.00	700-9300		
490	SY	SOD		
	2,865.00	716-2000		
495	SY	EROSION CONTROL MATS, SLOPES		
	7.00	937-6000		
500	EA	MICROWAVE RADAR DETECTION ASSEMBLY - GDOT		
	4.00	999-3015		
505	EA	SPLOST SIGN INSTALLATION, HARDWARE, POSTS	$ 100.00	$ 400.00
	4.00	999-3025		
510	EA	PEACH ROAD SIGN INSTALLATION, HARDWARE/POST	$ 100.00	$ 400.00
	195.00	999-9001		
515	LF	EHANCED SWALE (DRY)		
	1.00	999-9003		
520	EA	UNINTERRUPTIBLE POWER SUPPLY		

TOTAL ROADWAY

Cobb County ProjectView

Department of Transportation

Bid Schedule of Items - Project Detail

10/25/2016 4:32:25PM

Contract No: C 000680 Vendor: _____

Project No: E4070 AT DALLAS ACWORTH HIGHWAY COBB PARKWAY Signature: _____

Group:W01 WATER

Line No.	Approx Quant.	Item	Unit Price	Amount
	184.00	660-C448N		
525	LF	16IN STEEL CASING JACK AND BORE		
	400.00	670-C018*		
530	LF	8" WATER MAIN (DI)		
	1.00	672-C050K		
535	EA	12" X 12" TIE IN, COMPLETE		
	1.00	672-C079B		
540	EA	12X8 TAPPING SLEEVE		
	1.00	672-C122		
545	EA	8 IN. GATE VALVE		
	1.00	672-C155		
550	EA	ADJUST EXISTING VALVE BOX TO GRADE IN PAVEMENT		
	2.00	672-C156		
555	EA	ADJUST EXISTING VALVE BOX TO GRADE OUT OF PAVEMENT		
	0.10	672-C164		
560	TON	6 IN. MJ MISC. FITTINGS		
	1.00	672-C527*		
565	EA	CONNECTION TO EXISTING 6" WATER MAIN Desc: CUT IN		
	1.00	673-C017		
570	EA	RELOCATE EXISTING WM 3/4 IN. SHORT SIDE		
	1.00	673-C062		
575	EA	SERVICE LINE REPLACEMENT, SHORT SIDE, 3/4 IN		
	2.00	673-C202A		
580	EA	MEGALUGS, 6 IN.		
	4.00	673-C202B		
585	EA	MEGALUGS, 8 IN.		
	1.00	674-C030		
590	LS	LANDSCAPE ALLOWANCE	Fixed	$ 10,000.00
	1.00	674-C031		
595	LS	UTILITY ALLOWANCE	Fixed	$ 30,000.00

Cobb County ProjectView

Department of Transportation

Bid Schedule of Items - Project Detail

10/25/2016 4:52:25PM

Contract No: C 000680 Vendor: _____

Project No: E4070 AT DALLAS ACWORTH HIGHWAY COBB PARKWAY Signature: _____

Group:W01 WATER

Line No.	Approx Quant.	Item	Unit Price	Amount
	40.00	675-C055		
600	HR	ADDITIONAL WORK, WATER SYSTEM	$ 250.00	$ 10,000.00

TOTAL WATER

GRAND TOTAL E4070 AT DALLAS ACWORTH HIGHWAY COBB PARKWAY

Final Page

Section 103.08 INSURANCE REQUIREMENTS-

Delete in its entirety and add the following:

1. INSURANCE

A. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, commercial insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Professional Liability and Builder's "All Risk" coverage will generally not be required on Cobb County Department of Transportation contracts unless specified.

B. Minimum Limits of Insurance:

Contractor shall maintain commercial insurance policies with coverage and limits no less than:

i. Commercial General Liability: $1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000) on an account of any one occurrence.

iii. Commercial Automobile Liability (owned, non-owned and hired): $1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

iv. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of $1,000,000 per occurrence or disease.

v. Professional Liability (Errors and Omissions) Coverage: $1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.

vi. **Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.**

vii. Commercial Umbrella or Excess Liability Coverage: $2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

viii. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

i. General Liability, Automobile Liability, and Umbrella/Excess Insurance

(a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents, **Georgia Department Of Transportation (GDOT) its appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents,** (hereinafter referred to as "Insured Party" or "Insured Parties") are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

(b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

(c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

(d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

(e) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages

(i) Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County Department of Transportation. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

Surplus Lines Policies

If any policy procured or offered to comply with the insurance requirements herein is a surplus lines policy, the County, at its option, reserves the right to require proof of the attempts to place such coverage with admitted insurers. Such proof may consist of an affidavit from the contractor's agent and/or broker identifying the admitted insurers with which such agent/broker attempted to place the coverage at issue. In lieu of this affidavit, the contractor or its agent/broker may submit copies of the specific correspondence wherein such admitted insurers declined to accept the risk and/or offer the required coverage.

In addition any surplus lines policy offered in satisfaction of any insurance requirements herein must otherwise comply in all particulars with such requirements. Such policy may not include language, provisions or endorsements that, in the opinion of County staff or the County's Risk Manager, reduce, detract from, minimize, undermine or otherwise negatively impact the protections and coverage intended and sought by these insurance requirements.

(iii) Failure of Insurers. The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The 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, endorsements and declaration page shall be furnished at or prior to the time this Contract is submitted to Owner for execution, and must be received and approved by Owner before

any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor.

All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

Section 103.09 RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION OF INTERESTED PARTIES

The Contractor covenants and agrees to take and assume all responsibility for the Project Work described herein and undertaken and rendered pursuant to this Agreement. The Contractor shall bear all losses and damages to persons or property directly or indirectly resulting to it and/or the County, and the Georgia Department of Transportation ("GDOT"), on account of the Project Work. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless: (i) the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers; and (ii) GDOT, its officers, agents and employees; (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), resulting from the alleged willful, negligent or tortious conduct of the Contractor or any of its subcontractors in the performance of or connected to the Project Work hereunder, including the performance of contracted services or operations by the Contractor, any of its subcontractors, anyone directly or indirectly employed by the Contractor or any of its subcontractors or anyone for whose acts or omissions the Contractor or any of its subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party by any employee of the Contractor, any of its subcontractors, anyone directly or indirectly employed by the Contractor or any of its subcontractors or anyone for whose acts the Contractor or any of its subcontractors may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

In addition to its general indemnity obligations set forth above, Contractor specifically agrees to pay for or replace damaged property, including but not limited to road signs, utility lines, and mailboxes, where such damage arises out of Contractor's completion of the Work, and if required

by Utility Owner, Contractor shall execute an Encroachment Agreement with the Utility Owner, if applicable.

The Contractor shall insure that this provision and the obligations specified herein are incorporated in any contract or subcontract between it and any of its subcontractors.

Section 103.10 CONSTRUCTION ADMINISTRATION

A. Preconstruction Conference

The Engineer will schedule the preconstruction conference with the Sponsor, Contractor, Subcontractor, selected DBE firms, GDOT Area Engineer and the GDOT Project Manager, Representatives from utility and railroads, OMR Testing Management Operations Supervisor, and other interested parties to the project.

B. Qualified Products List (QPL)

The Contractor must use suppliers on the QPL and the Contractor must notify the QPL suppliers that they are supplying material for a GDOT project.

C. Materials Testing

The Departments will conduct the materials testing in accordance with 23CFR637 and GDOT's Sampling Testing and Inspection Manual. The Contractor must perform mixture acceptance testing at the asphalt plant per the GDOT QPL process and notify the Office of Materials of the start of paving 30 calendar days prior.