

BILL C. PEACOCK
Director - Purchasing



DOUGLAS COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

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

February 10, 2016

Subject: Douglas County, Georgia, Board of Commissioners
Invitation to Bid – Pumper Truck-Fire Department
Solicitation No. 16-003

Dear Ladies/Gentlemen:

Enclosed please find the Douglas County Board of Commissioners, Invitation to Bid, covering the Pumper Truck for the Douglas County Fire Department, Douglas County Georgia.

The Bid due date is March 11, 2016 no later than 2:00 pm ET. The Bid Opening will be held on March 11, 2016 at 2:00 p.m., ET, at the Douglas County Courthouse, Third Floor, Purchasing Bid Opening Room, 8700 Hospital Drive, Douglasville, Georgia. You are invited to attend, or submit your Bid prior to the deadline as stated in the attachments. Each Bid should be marked on the outside of the envelope with:
“Bid - Pumper Truck – Solicitation No. 16-003, March 11, 2016”.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Bill C. Peacock", is written over a faint, larger version of the signature.

Bill C. Peacock
Purchasing Director

Attachments

**Douglas County Board of Commissioners
Purchasing Department
February 10, 2016**

INVITATION TO BID

**PUMPER TRUCK
SOLICITATION 16-003**

The Douglas County Board of Commissioners is seeking bids from qualified firms to deliver a new Fire Apparatus (Custom Pumper), meeting our minimum specifications for the Douglas County Fire Department, Douglasville, Georgia. All items are to be factory installed unless otherwise indicated in the specifications. The custom cab and chassis will be provided by the body manufacturer and must meet the most current edition (2009) of the NFPA 1901, including amendments.

All information for interested bidders may be obtained at the office of the Douglas County Purchasing Director, located on the third floor of the Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Georgia or on the Douglas County website, www.celebratedouglascounty.com under the Purchasing Department.

Sealed bids in response to this Invitation will be sent to:

Douglas County Board of Commissioners
Bill Peacock - Purchasing Director
3rd Floor
8700 Hospital Drive
Douglasville, Georgia 30134

One (1) unbound original and three (3) copies of the bids may be mailed or hand delivered to the Purchasing Director's Office no later than **2:00 p.m., March 11, 2016**, so they may be included among those read at the Douglas County Courthouse. Each response should be marked: **"Sealed Bid – Pumper Truck, Solicitation No. 16-003, 3/11/2016"**.

Douglas County reserves the right to waive informalities, to reject any and all bids, to evaluate bids, to accept portions of any bid and to accept any bid, which in its opinion, may be in the best interest of the County. The county reserves the right to add to or delete from the contract after the contract has been awarded.

Evidence of Insurance shall also be submitted as a part of the sealed bid, meeting those limits as stated in the bid documents.

No bid will be received or accepted after the above specified date and time of the bid opening.

Bids submitted after the designated date and time will be deemed invalid and returned unopened to the bidder. No bid may be withdrawn within ninety (90) days after the bid opening and all bids shall remain firm during this period.

Douglas County Fire Department “PUMPER TRUCK”

Bid Specifications

1/20/2016

Douglas County invites bids on:

- One (1) Custom Pumper;
- Assembled on a Custom Chassis.
- 750-gallon rectangular tank (U.S.) poly.
- All Aluminum or stainless steel constructed body
- Four door raised cab preferred
- Built to meet and or exceed current NFPA 1901 standards tested and labelled.

Bids must include:

- Three (3) Hard Copies of the bid
- A brief one (1) page summary as to why your organization or business would be well suited to provide a Pumper Apparatus to the County.
- Summary of company profile.
- The Bidder’s/project team’s qualifications and capabilities to provide a Pumper Apparatus to the County, including past projects having similar requirements to the one being proposed. Years of experience of team members who will be working on this project should be included.
- Detailed description of any innovative technology that will be utilized during the fabrication of the vehicle
- Three (3) references from customers who have purchased similar units. Each reference must include contact information.
(The County reserves the right to contact these references, or any other references known to the county, without prior notification to the Bidder. The County also reserves the right to contact any previous or current user of the Bidder’s products or services.)
- Disclosure of Interest – make full disclosure, in writing, on any existing business relationship presently in place with the County. Failure to disclose an interest may result in termination / cancellation of any agreement that may have been entered into with the Bidder.
- Warranties and limitations thereof
- Bidder must guarantee pricing for ninety (90) days after submission

Minimum Base Specifications

CHASSIS

- a. 110,000 psi heat treated steel frame rail system
- b. 10 gauge polished stainless steel 16” to 24” extended front bumper with aluminum diamond plate gravel shield, 1-1/2 front jump line with enclosed compartment in center of front bumper to hold minimum 100’ of 1-3/4 Double-Jacketed fire hose or equivalent
- c. Tow hooks or eyes front and rear attached to the frame
- d. 20,000 pound minimum front axle, suspension, tubeless radial tires, polished aluminum or steel wheels with hub and lug trim package
- e. 24,000 pound minimum rear axle, suspension, tubeless radial tires, polished aluminum or steel wheels with hub and lug trim package
- f. Front and rear mud flaps
- g. NFPA 1901 Chapter 4.15.3 top speed rating requirement
- h. S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- i. Manufacturer’s standards compressor
- j. Minimum 5000 cubic inch air reservoir capacity
- k. Air dryer, color coded air lines, turn drain valves on reservoirs
- l. ABS brakes
- m. Power steering with tilt/telescopic wheel
- n. Vehicle data recorder (VDR) in compliance with Chapter 4.11 with required software meeting NFPA 1901 4.11.8
- o. Electronic Stability Control shall be provided in compliance with NFPA 1901 Chapter 4.13.1.2 if the manufacturer cannot comply with Chapters 4.13.1.1 through 4.13.1.1.3.2.
- p. Tire pressure monitoring system meeting NFPA 1901 4.13.4

POWER TRAIN

- a. Turbocharged diesel engine with a minimum 420 horsepower and 1450 ft. lbs. torque rating
- b. Engine exhaust at front of right rear wheels
- c. Secondary braking (Engine Retarder Jake Brake)
- d. Engine manufacturer’s statement of engine installation approval with approved cooling system
- e. Drivelines to meet engine torque rating
- f. Silicone coolant hoses with constant torque clamps
- g. EVS 4000 preferred(an EVC 3000 or equivalent automatic transmission accepted)
- h. 50 gallon minimum fuel tank
- i. OEM oil, fuel, transmission filters

CAB

- a. Extended length tilt cab (minimum 65' from center of front axle to rear of cab) with minimum 10" raised rear roof meeting NFPA 1901 Chapter 14.3.2 preferred
- b. Seating for minimum of five, two in SCBA seats with SCBA brackets and 2 jump style seats with air pack brackets that meet current NFPA 1901 Standard
- c. Air ride driver seat, all others fixed position
- d. All riding positions to have 3-point seat belts per Chapter 14, all seats shall be equipped with seat belt/occupant detection/warning system per NFPA 1901 Chapter 14
- e. Electric over hydraulic cab tilt with manual back-up
- f. Two tone cab paint finish (white over red) with 10 year paint warranty pro-rated
- g. Air conditioning and heating
- h. Remote controlled mirrors (from driver's position) with separate flat and convex sections
- i. DOT compliant headlights with LED marker and clearance lights
- j. LED forward facing turn and warning lights
- k. LED cornering turn and warning lights
- l. Minimum four (4) dome lights with red and clear bulbs
- m. Minimum four (4) under cab step lights
- n. Cab and compartment door ajar light and buzzer
- o. One (1) engine compartment light
- p. Color coded and function coded wiring
- q. Minimum 320 amp alternator
- r. Minimum four (4) 750 CCA batteries
- s. Load manager with automatic high idle function
- t. Dual air horns with dual in-cab controls
- u. An auto-eject shoreline charging system with a 20 AMP circuit shall be installed as part of the unit electrical system.
- v. Medical cabinet in place of one (1) rear-facing seat with keyed roll up style door placed on the Driver /Operator side

LIGHTS AND SIRENS

- a. NFPA LED compliant lighting package, upper and lower
- b. Siren/PA – 200 watts
- c. Federal Q Electronic
- d. Two 100-watt siren speakers
- e. Two rear deck lights
- f. 12 Volt LED scene light package
- g. If the 12 volt LED lighting is not offered than a 8KW Hydraulic Generator will be required with 2 1000 volt telescoping lights

BODY

- a. The following construction types are acceptable
 - Extruded aluminum
 - Formed aluminum
 - Formed galvanized steel
 - Formed stainless steel
- b. Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- c. Three full height, full depth rescue style compartments on driver's side. Compartment doors shall be "roll-up" style with painted exterior finish
- d. Three full height, full depth lower, half-depth upper rescue style compartments passenger side of body, compartment doors shall be "roll-up" style with painted exterior finish
- e. Lights in compartments to meet NFPA 1901 Chapter 13.10.5 – LED light strips
- f. One (1) full height, full depth compartment rear of body with "roll-up" style door.
- g. Back up alarm
- h. Internal ladder storage compartment right rear of body, to hold NFPA complement of ground ladders and two (2) pike poles Preferred
- i. Hose bed with hose restraints to be NFPA compliant' including two (2) adjustable dividers' minimum hose bed size of 70 cubic feet of usable storage. Must include hose bed cover to meet current standards NFPA 1901
- j. Steps and handrails for climbing from ground to hose bed – bidders to state exact design
- k. Lights at each step
- l. LED stop/turn/back up lights
- m. LED DOT clearance and marker lights
- n. LED license plate light
- o. Minimum of 4 SCBA bottle storage compartments in rear wheel wells
- p. Rub rail along each side of body with reflective stripe in rub rail
- q. Running boards at each pump panel with a recessed hose well with hose restraint strap in Driver and passenger side running board
- r. Brushed stainless steel or black non-glare aluminum pump panels
- s. Hose bed lighting must be provided per NFPA 1901 Chapter 13.10.2
- t. Minimum 4' reflective stripe on cab and body, chevron striping on rear of body per NFPA 1901
- u. Four (4) aluminum adjustable shelves, located by customer
- v. Two (2) floor mounted aluminum roll-out trays, minimum 250 lb. capacity each, located by customer
- w. Equipment package: One 10' folding attic ladder, one 14' roof ladder, one 24' 2-section extension ladder, two 10' pike poles

PUMP

- a. 1500 gpm drive shaft driven split shaft pump with side mount pump panel per NFPA 1901 Chapter 16
- b. One 3" deck gun discharge with deck gun
- c. Five 2.5" discharge outlets (includes one (1) rear 2 1/2" discharge)
- d. Two 2.5" suction inlets on left pump panel
- e. One 2.5" suction inlet on right pump panel Minimum 2 preferred
- f. Two 6" steamer inlets with caps
- g. Discharge and inlet pressure reliefs or TPG control system
- h. Two 1.75" crosslays with 2" piping
- i. One 3" tank to pump line
- j. One (1) Booster reel with electric rewind motor and 200' of 3/4" rubber jacketed hose
- k. One 2" tank fill line
- l. 30 degrees turn downs on all 2-1/2" or larger discharges (chrome)
- m. Anti- vibration gauges
- n. Color coded pump panel tags
- o. Stainless steel plumbing with 10-year warranty
- p. One 4" LDH discharge, right side pump panel, hand wheel control with 4" discharge valve and piping

WATER TANK

- a. 750-gallon rectangular tank (U.S.) poly Minimum
- b. Lifetime warranty
- c. 12" x 12" fill tower

COMPARTMENTS

- a. Manufacturer will submit cubic feet and size of compartments with bid.

LETTERING

- a. Unit will be lettered to match current Douglas County Fire Apparatus
- b. 4 slide in style Number brackets with blanks shall be provided. Location, color and size TBD by customer(Number's to be assigned prior to delivery by customer)

WARRANTY

- a. 1 year to bumper mechanical, excluding normal wear and tear items
- b. 10 year cab and body structural
- c. 10 year paint pro-rated
- d. 10 year corrosion perforation on cab and body

- e. Lifetime frame warranty
- f. 2 year axle warranty
- g. 5 year engine warranty
- h. 5 year transmission warranty
- i. 5 year fire pump warranty
- j. Lifetime booster tank

INVITATION TO BID: Pumper Truck - Fire Department SOLICITATION NO. 16-003 BID OPENING DATE: 3/11/2016 CLOSING TIME: 2:00 PM	THIS BID TO RETURNED TO DOUGLAS COUNTY BOARD OF COMMISSIONERS Purchasing Department 8700 HOSPITAL DRIVE DOUGLASVILLE, GA 30135
Douglas County Board of Commissioners See Attached Terms/General Conditions	BIDDER INFORMATION The bidder information block below to be completely filled out. Failure to sign statement below by authorized representative will render bid invalid All bids must be typewritten or printed in ink.
Contact (County Staff): Bill Peacock Telephone Number: 770-920-7247 Email: bpeacock@co.douglas.ga.us	Company Name: _____ _____
ALL BIDS ARE SUBJECT TO THE FOLLOWING INSTRUCTIONS WHEN CHECKED: 1. <input checked="" type="checkbox"/> The below instructions, and "General Conditions" attached. 2. <input checked="" type="checkbox"/> The attached Agency Contract Terms and Conditions shall apply (___) page(s). 3. <input checked="" type="checkbox"/> the attached "General Conditions" shall apply (6) page(s). 4. <input checked="" type="checkbox"/> In conformance with the attached "Specifications" (___) page(s). 5. ___ See attached (___) page(s) of (___) line items. 6. <input checked="" type="checkbox"/> Equipment or supplies offered to conform to the attached <input checked="" type="checkbox"/> Plans/Specs <input checked="" type="checkbox"/> Drawing(s) ___ Sample(s) 7. ___ Bidders must show manufacturer's name and model number for each line item offered 8. ___ Bidders shall furnish specifications and complete descriptive literature with bid if offering substitute or alternate item. Bidder is cautioned to carefully read the instructions and the terms and conditions on the attached sheets. Failure to adhere to these instructions and terms and conditions may result in rejection of bid.	Address: _____ _____ _____ City State Zip Telephone FAX TIIN (Tax ID Number) or SSN (Social Security Number) _____ For Delivery in <u>120 Days after Bid Award</u> BID TOTAL

INSTRUCTIONS – See any attached sheets for additional terms, conditions, and specifications.

- 1) Quotes containing provisions for late or interest charges will not be considered. Removed or strike through any reference to these types of provisions on forms, and to initial the changes prior to submitting a response.
- 2) All responses will be considered F.O.B. Destination. Otherwise, freight charges must be separately stated in the bid for either the exact or a "shall not exceed" amount.
- 3) Each bidder shall place the bid Closing Time, Date, and the bid Number on the outside of the envelope containing the bid or fax coversheet. This information can be found in the upper left corner of this page. Failure to include the information could delay receipt and cause the bid to not be considered for evaluation or award.
- 4) Payment discounts from one (1) percent up to five (5) percent, for payment in no less than thirty (30) days, will be considered for the purposes of evaluation. All discounts will be taken when earned based on either the date of delivery and acceptance of the complete line item or the invoice date, whichever is later. Prices quoted must be based upon payment not sooner than thirty days or the quote may be considered non-responsive.
- 5) Only one bid form may be sent in an envelope. Any alternates offered for consideration are to be listed on the single bid. If you are quoting on more than one bid Number, a separate envelope must be used for each Number.

The following statement must be signed at the time bids are submitted. Failure to sign this statement will render bid invalid.

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the bidder."

Authorized Signature: _____ Date: _____

Name (typed or printed): _____ Email Address: _____

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.