

INVITATION TO BID

PROPOSAL

BID NO. 10-9-1-3

**CONTRACT TO RESURFACE THE JULIE BACKUS SMITH TRAIL AT LAKE MAYER
FOR PUBLIC WORKS AND PARK SERVICES OF CHATHAM COUNTY**

PRE-BID CONFERENCE: 8 APRIL 2010, 10:00 A.M.

BID OPENING: 22 APRIL 2010, 2:00 P.M.

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER PATRICK O. SHAY

COMMISSIONER PATRICK K. FERRELL

COMMISSIONER HARRIS ODELL, JR.

COMMISSIONER DAVID M. GELLATLY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST

The following documents, when marked, are contained in and made a part of this Bid Package or are required to be submitted with the bid. It is the responsibility of the bidder to read, complete and sign, where indicated, and return these documents with his/her bid. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE BID.

X GENERAL INFORMATION AND INSTRUCTIONS TO BID

X SURETY REQUIREMENTS (A Bid Bond of 5% with this ITB)

X PROPOSAL

X BID SCHEDULE

 PLANS/DRAWINGS –

X PERFORMANCE BOND – UPON AWARD OF CONTRACT

X PAYMENT BOND – UPON AWARD OF CONTRACT

 CONTRACT- (ON FILE AT THE CHATHAM COUNTY PURCHASING DEPARTMENT)

X LEGAL NOTICE

 AFFIDAVIT OF PAYMENT

X ATTACHMENTS: A. XDRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. IMMIGRATION & SECURITY FORM; E. CONTRACTOR/SUBCONTRACTOR AFFIDAVIT & AGREEMENT.

X DOCUMENTATION OF ABILITY TO PERFORM BID REQUIREMENTS. THIS MAY BE REQUIRED OF BIDDERS AFTER SUBMISSION OF BIDS

COUNTY TAX CERTIFICATE REQUIREMENT: Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER

CITY _____

COUNTY _____

OTHER _____

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: _____

SIGNATURE

DATE

Chatham County has established goals to increase participation of minority and female owned businesses. In order to accurately document participation, businesses submitting bids or proposals are strongly encouraged to report ownership status. A minority or female business is defined as a business with 51% or greater minority or female ownership or general management. Please check ownership status as applicable:

African-American _____ Asian American _____ Hispanic

Native American or Alaskan Indian _____ Female

In the award of "Competitive Sealed Bids", minority/female participation may be one of several evaluation criteria used in the award process.

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AGENT
POST OFFICE BOX 15180
SAVANNAH, GEORGIA 31416
(912) 790-1624

Date: 5 March 2010

BID NO. 10-9-1-3

GENERAL INFORMATION FOR INVITATION FOR BID/PROPOSAL

This is an invitation to submit a bid or proposal to supply Chatham County with equipment, supplies and/or services as indicated herein. Sealed bids or proposals will be received at the Office of the Purchasing Agent, **1117 EISENHOWER DRIVE SUITE C, Savannah, Georgia**, on **22 April 2010 at 2:00 P.M., Local Time** at which time they will be opened and publicly read. The Purchasing Agent reserves the right to reject any and all bids and to waive formalities.

Instructions for preparation and submission of a bid or proposal are contained in this Invitation For Bid/Proposal package. Please note that specific forms for submission of a bid/proposal are required. Bids must be typed or printed in ink. If you do not submit a bid/proposal, return the signed bid invitation sheet and state the reason; otherwise, your name may be removed from our bidders list.

A ***PRE-BID CONFERENCE*** has been scheduled to be conducted at the **Chatham County Citizens Center, Purchasing and Contracting Department, Suite C, 1117 Eisenhower Drive Savannah, Georgia**, **AT 10:00 A.M., 8 April 2010** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Bidders are encouraged to attend.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document each approved change. Generally when addenda are required, the bid opening date will be changed.

Chatham County has an equal opportunity purchasing policy. Chatham County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The terms "disadvantaged business," "minority business enterprise," and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged Business Enterprises Program.

INSTRUCTIONS TO BIDDERS/PROPOSERS

- 1.1 **PURPOSE:** The purpose of this document is to provide general and specific information for use in submitting a bid or proposal to supply Chatham County with equipment, supplies, and/or services as described herein. All bids/proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 **HOW TO PREPARE BID PROPOSALS:** All bid proposals shall be:

- A. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- B. Typewritten or completed with pen and black or blue ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

1.3 **HOW TO SUBMIT BID PROPOSALS:** All bid proposals shall be:

- A. **Submit an original and one copy in a sealed opaque envelopes, plainly marked with the bid number and title, date and time of bid opening, and company name.**
- B. **Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.**
 - a. **Mailing Address: Purchasing Agent, Post Office Box 15180, Savannah, Georgia, 31416.**
 - b. **Hand Delivery: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406.**

BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

- 1.4 **HOW TO SUBMIT AN OBJECTION:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:

- A. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.

- B. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
- C. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.
- 1.5 **FAILURE TO BID:** If a bid is not submitted, the business should return this invitation to bid document, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **ERRORS IN BIDS:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **STANDARDS FOR ACCEPTANCE OF BID FOR CONTRACT AWARD:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **BID TABULATION:** Tabulations for all bids will be posted for thirty (30) days preceding the bid opening in the Office of Purchasing and Contracting, 1117 Eisenhower Drive Suite C, Savannah, Georgia 31406. **Bidder's who desire to receive a copy of the bid tabulation must include a self addressed stamped envelope with their bid.**
- 1.9 **BIDDER:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.10 **COMPLIANCE WITH LAWS:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.11 **CONTRACTOR:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents. Any subcontracting must be specified in the bid/proposal. All subcontractors must be approved by Chatham County.

1.12 **LOCAL PREFERENCE:** On 27 March, 1998, the Chatham County Board of Commissioners adopted a "***Local Vendor***" ***Preference Ordinance*** that gives the lowest Chatham County vendor submitting a responsible bid/quote the opportunity to match the lowest price offered by an out-of-County vendor. If the County vendor confirms in writing to match within 24 hours, the award will be made to the Chatham County vendor. The lowest Chatham County responsive bidder will be afforded the "right to first refusal". "Local Vendor" is defined as a business or supplier which operates and maintains a regular place of business within the geographical boundaries of Chatham County or one of the local Municipalities of the County *AND* all real and personal property taxes are paid prior to award of a contract or purchase. **"NOT APPLICABLE TO PUBLIC WORKS CONSTRUCTION PROJECTS AND REVENUE PRODUCING BIDS."**

1.13 **MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM:** Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and female owned businesses, through MBE/FBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or female business is defined as a business with 51% or greater minority or female ownership or general management.

A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications.

Bidders that intend to engage in joint ventures or utilize sub-consultants must submit to the County Contract Administrator, a report on Minority/Female Business Enterprise participation. If available and utilized, the goals for this Contract are 12% MBE and 5% WBE participation.

GENERAL TERMS, CONDITIONS AND EXCEPTIONS

2.1 **CONTRACT COMMITMENT:** This Bid/RFP does not commit Chatham County to award a contract, to issue a purchase order, or to pay any costs incurred in the preparation of a bid/proposal in response to this request.

2.2 **GEORGIA OPEN RECORDS ACT:** The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for an submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et. Seq., unless otherwise provided by law.

2.3 **GEORGIA TRADE SECRET ACT OF 1990:** In the event that a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a "Trade

Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

2.4 **CONTRACTOR RECORDS:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up to three (3) years following completion. Again, this is contract specific to the County contracts only.

2.5 **INTERPRETING SPECIFICATIONS:** The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a bid/proposal to provide a complete product or service package which meets the overall requirements. Specific equipment and system references may be included in this IFB/RFP for guidance, but they are not intended to preclude bidders/proposers from recommending alternative solutions for offering comparable or better performance or value to the County. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed for this product to be supported by a manufacturer's warranty which is equal or better than the prevailing standard in the industry.

Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, ASTM regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.

Changes in the scope of services, specifications, or terms and conditions of this IFB will be made in writing by the County prior to the bid/proposal due date. Results of informal meetings or discussions between a potential bidder/proposer and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

2.6 **DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall** disclose any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

**** All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in you solicitation response being rejected as non-responsive.**

Bidder acknowledges that in performing contract for the Board, bidder shall not utilize any firms that have been a party of any of the above actions. If Bidder has engaged any firm to work on

this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to Board contract.

- 2.7 **MULTIPLE BIDS:** No vendor will be allowed to submit more than one bid. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.8 **BID FOR ALL OR PART:** Unless otherwise specified by Chatham County or the bidder, CHATHAM COUNTY RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF CHATHAM COUNTY. Bidder may restrict his bid to consideration in the aggregate by so stating, but must name a unit price on each item bid upon.
- 2.9 **BID ACCEPTANCE PERIOD:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of Sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.10 **COMPLETENESS:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.11 **QUALITY:** All materials, or supplies used for construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship.
- Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.12 **GUARANTEE:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be designed by the County as being least detrimental to the operation of County business.
- 2.13 **LIABILITY PROVISIONS:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 2.14 **CANCELLATION OF CONTRACT:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-

performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.

2.15 PATENT INDEMNITY: Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.

2.16 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and;
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose or restricting competition.

2.17 AWARD OF CONTRACT: The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal best serves the interest of Chatham County. *Appeal of an award can only be made after the Board of Commissioners award a contract.*

2.18 PROCUREMENT PROTESTS: Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The *Chatham County Purchasing Procedures Manual*, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.

2.19 QUALIFICATION OF BUSINESS (RESPONSIBLE BIDDER OR PROPOSER): A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids or Proposals. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

Chatham County has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive or unresponsive whenever such bidder/proposer cannot document the ability to deliver the requested product.

2.20 **COUNTY TAX CERTIFICATE REQUIREMENT:** Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located. Please contact the Chatham County Department of Building and Regulatory Services at (912) 201-4300 for additional information. No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on April 8, 1994.

2.21 **INSURANCE PROVISIONS:** The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. **Contract work will not proceed unless Chatham County has in their possession, a current Certificate of Insurance.**

2.21.1 General Information that shall appear on a Certificate of Insurance:

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
- IV. A Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include Chatham County).

2.21.2 Minimum Limits of Insurance to be maintained for the duration of the contract:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.

- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident, disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an "Any Auto" basis.

2.21.3 Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- B. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- E. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the County.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V.

If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- H. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

- 2.22 **COMPLIANCE WITH SPECIFICATION – TERMS, CONDITIONS, AND EXCEPTIONS:** This Invitation for Bid, Legal Advertisement, General Conditions and Instruction to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents from a part of the bidders proposal or bid and by reference are made a part hereof.
- 2.23 **SIGNED BID CONSIDERED OFFER:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the bidder after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.24 **STATE LICENSING BOARD FOR GENERAL CONTRACTORS:** Pursuant to Georgia Law, the following types of contractors **must obtain a license from the State Licensing Board of Residential and General Contractors by July 1, 2008:**
- ❖ **Residential – Basic Contractor** (contractor work relative to detached one-family and two-family residences and on-family townhouses not over three stories in height).
 - ❖ **Residential – Light Commercial Contractor** (Contractor work or activity related to multifamily and multiuse light commercial buildings and structures).
 - ❖ **General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).
- A copy of your license must be part of your bid documents at the time of the bid opening.**
- 2.25 **SECURITY AND IMMIGRATION COMPLIANCE ACT:** On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or

performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>. To find the E-Verify information.

Protection of resident Workers. Chatham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and national of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

- 2.26 **VENDOR PERFORMANCE EVALUATION:** On April, 2008, the Board of County Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluation, as a minimum, annually, prior to the contract anniversary date.

Should vendor performance be unsatisfactory, the appoint County Project Manager for the contract may prepare a Vendor Compliant Form or a Performance Evaluation to the Purchasing Agent.

Failure to provide the above information may result in your firm's bid being rejected and ruled as non-responsive.

NOTE: FORMS FOR YOU TO FILL OUT FOR YOUR REFERENCES ARE ATTACHED TO THE BACK OF THIS BID PACKAGE.

- 2.27 **REFERENCES- \$500,000 OR MORE:** On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$500,000 or more, for bidders to be responsive each must provide information on the most recent five (5) projects with similar scope of work as well as other information to determine experience and qualifications as follows:

- a. Project Name: _____
Location: _____
Owner: _____
Address: _____
City and State: _____
Contact: _____
Phone & Fax: _____
Architect or Engineer: _____
Contact: _____
Phone & Fax: _____

Email: _____

- b. The awarded bid amount and project start date.
- c. Final Cost of project and completion date.
- d. Number of Change Orders.
- e. Contracted project completion in days.
- f. Project completed on time. Yes ___ No ___ Days exceeded _____.
- g. List previous contracts your company performed for Chatham County by Project, Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project? If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

\$499,000 and less: Provide references from owners of at least three (3) projects of various sizes for which contractor was the prime contractor. Include government owners if possible. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) year, at least one (1) of the three (3) owners references must be from the appropriate party within the Chatham County Government, provide in the format as in (a) above on the attached form.

Failure to provide the above information may result in your firm's bid being rejected and ruled as non-responsive.

NOTE: FORMS FOR YOU TO FILL OUT FOR YOUR REFERENCES AT ATTACHED TO THE BACK OF THIS BID PACKAGE.

- 2.28 NOTICE TO PROCEED:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

SPECIAL TERMS, CONDITIONS AND EXCEPTIONS

- 3.1 CONTRACT PERIOD:** ** N/A ** the contract period will be for a period of one year with four (4) automatic renewals. UNLESS DIRECTED OTHERWISE BY THE BOARD OF COMMISSIONERS.
- 3.2 INDEPENDENT CONTRACTOR:** The successful contractor will provide services under this contract as an independent Contractor and not as an agent of Chatham County. Joint ventures and sub-consultant arrangements are not prohibited; however, successful contractor shall secure written permission from the County (Parks Director) or the BOC before subcontracting any part of this contract.

- 3.3 **PRICE CHANGE:** **N/A ** Preference shall be given to the bidder submitting the highest and best firm price as his bid. Should it be found that due to unusual market conditions it is to the best interest of the County to accept a price with an escalation clause, the following shall apply:

The contract price shall be fixed for the first year. Cost data to support any proposed decrease must be submitted to the Purchasing Agent not less than twenty (20) days prior to the effective date of any such requested price change.

After the initial contract term (first year) the contractor shall pay to the County a minimum increase of two (2) percent; not to exceed a total in any one year of five (5) percent. This range will be based on the paragraph 3.4 below:

No adjustment shall be made to compensate a contractor for inefficiency in operation, or for decreases in profits. Bids indicating "price in effect at time of shipment" will be considered invalid.

- 3.4 **CONTRACTS COST ADJUSTMENTS:** ** N/A ** Prices quoted shall be firm for the initial contract term. Thereafter, any extensions which may be approved by the County shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increases in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dept of Labor.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the County at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documents, or considered to be excessive, or if decreases are considered to be insufficient. In the event the county does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Contract will be considered canceled on the scheduled expiration date.

3.5 **CASH DISCOUNTS/LATE CHARGES:**

- A. Bid/Proposal Evaluation- Any cash discounts offered to the County must be clearly shown in the space provided. Cash discounts offered from one (1) percent or more for payment in thirty (30) days or more, will be considered for the purposes of evaluation. Any other cash discounts will not be considered in the evaluation.

- B. Prompt Payment- All discounts offered will be taken if earned. In the event that the County is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice indicating the discount, whichever occurs later. If the County is entitled to a discount under the contract, but the invoice does not reflect the existence of a cash discount, and the County pays the invoice, it shall be entitled, upon demand, to credit in the amount of such discount. Payment of invoices owed by the County shall be made whenever possible within 30 days of the receipt of a correct invoice or goods, whichever is later, unless otherwise provided for in the solicitation document or resulting contract.
- C. Late Charges- Bids/proposals containing provisions for late charges, whether designated as interest charges or otherwise, will not be considered for an award. Bidders/Offerors are instructed to remove strike through, or otherwise withdraw any such provision contained in Vendor printed forms. The Vendor must initial such changes prior to submitting an offer the Chatham County.

3.6 PAYMENT TO CONTRACTORS: Instructions for invoicing the County for products delivered to the County are specified in the contract document.

- A. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
- B. Contractors will be paid the agreed upon compensation upon satisfactory completion of the work as more fully described in the contract document.
- C. Upon completion of the work, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full. Affidavit will accompany each monthly invoice(s) submitted to the County for payment.
- D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

3.7 METHOD OF COMPENSATION. The compensation provided for herein shall include all claims by the CONTRACTOR for all costs incurred by the CONTRACTOR in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount shall be paid to the CONTRACTOR after receipt of the invoice and approval of the amount by the COUNTY. The COUNTY shall make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR's acceptable statement on forms prepared by the CONTRACTOR and approved by the COUNTY.

Should the Project begin within any one month, the first invoice shall cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. The invoices shall be submitted each month until the Project is completed. Invoices shall be itemized to reflect actual expenses for each individual task; also refer to the requirements concerning changes, delays and termination of work under Sections I-8, 9, and 10 of the contract. Each invoice shall be accompanied by a summary progress report which outlines the work accomplished during the billing period and any problems that may be inhibiting the Project execution. The terms of this contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

As long as the gross value of completed work is less than 50% of the total contract amount, or if the contractor is not maintaining his construction schedule to the satisfaction of the engineer, the County shall retain 10% of the gross value of the completed work as indicated by the current estimate approved by the engineer.

After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to the County, then the total amount to be retained may be reduced to 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer, until all pay items are substantially completed.

When all work is completed and time charges have ceased, pending final acceptance and final payment the amount retained may be further reduced at the discretion of the County.

The CONTRACTOR may submit a final invoice to the County for the remaining retainage upon COUNTY'S acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by the COUNTY to the CONTRACTOR when work has been fully completed and the contract fully performed, except for the responsibilities of the CONTRACTOR which survive final payment. The making of final payment shall constitute a waiver of all claims by Chatham County except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the COUNTY as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final application for payment.

3.8 BONDS:

- A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.
- B. Contractor(s) shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a

guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.

- C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.

3.9 AUDITS AND INSPECTIONS:

At any time during normal business hours and as often as the County may deem necessary, the Contractor and his subcontractors shall make available to the County and/or representatives of the Chatham County Department of Internal Audit for examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the Department of Internal Audit to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

3.10 COOPERATIVE PURCHASING AGREEMENT *NOT APPLICABLE TO THIS SOLICITATION*****

As part of the National trend involving Joint or Cooperative Purchasing Programs, all bidders are to indicate below that a contract award as a result of this bid is open to all Government entities within the four County areas that include Chatham, Bryan, Effingham and Liberty Counties. The Counties are in *NO WAY OBLIGATED* to make purchases of services from the resulting contract and would have to supply their own needs to the Contractor.

_____ /Yes _____ /No _____ /Not applicable to this bid/proposal

Exceptions: _____

3.11 Warranty Requirements:

- A. Provisions of item 2.11 apply.
- B. Warranty required.
1. Standard warranty shall be offered with bid.
 2. Extended warranty shall be offered with bid. The cost of the extended warranty will be listed separately on the bid sheet.

3.12 Terms of Contract:

A. **Annual Contract- (With automatic renewal options for four additional one year terms if all parties agree)**

B. One-time Purchase

X C. Other **ONE TIME CONTRACT**

CONVERSATIONS OR CORRESPONDENCE REGARDING THIS SOLICITATION OR REPORT BETWEEN PROSPECTIVE OFFERORS AND PERSONS OUTSIDE THE CHATHAM COUNTY PURCHASING OFFICE WILL NOT BE CONSIDERED OFFICIAL OR BINDING UNLESS OTHERWISE SPECIFICALLY AUTHORIZED WITHIN THIS DOCUMENT.

The undersigned bidder or proposer certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her bid/proposal are in accordance with all documents contained in this Invitation for Bids/ Proposals package, and that any exception taken thereto may disqualify his/her bid/proposal.

This is to certify that I, the undersigned bidder, have read the instructions to bidder and agree to be bound by the provisions of the same.

This ____ day of _____ 20 ____.

BY _____

SIGNATURE

TITLE

COMPANY

CHATHAM COUNTY, GEORGIA

PROPOSAL

SPECIFICATIONS FOR:

BID NO. 10-9-1-3

CONTRACT TO RESURFACE THE JULIE BACKUS SMITH TRAIL AT LAKE MAYER FOR PUBLIC WORKS AND PARK SERVICES OF CHATHAM COUNTY

GENERAL INFORMATION:

The purpose of this proposal is to resurface the Julie Backus Smith Trail at Lake Mayer. IT IS RECOMMENDED THAT INTERESTED PARTIES ATTEND THE PRE-BID CONFERENCE. For additional information concerning these specifications, please contact ***ONLY*** Ms. Victoria Godlock, CPPB, Procurement Specialist, at (912) 790-1624. Bidders are not to contact any County Department Directly. ***PLEASE NOTE: ALL QUESTIONS PRIOR TO OR FOLLOWING THE PRE-BID CONFERENCE MUST BE SUBMITTED IN WRITING TO THE ATTENTION OF THE PROCUREMENT SPECIALIST.*** The extent of the work is as follows:

4.1 GENERAL DESCRIPTION:

Chatham County is seeking the services of a contractor to resurface the Julie Backus Smith Trail at the Lake Mayer Community Park. The trail is approximately 1.40 miles in length and traverses around the lake. The scope of services will include the following:

- Asphalt resurfacing the entire trail
- Excavation of isolated sections where the base has failed
- Compaction of the sub grade where the base is to be removed
- Replacement of base material
- All work must conform to the Georgia Department of Transportation Standard Specifications as noted on the "Bid Form Sheet" sheet attached on page #24 .
- Georgia Department of Transportation Standard Specification of this job are located on Page #26-47.

4.2 SPECIAL CONDITIONS:

- An on-site visit will be required prior to issuance of the Notice to Proceed to identify areas to excavated.
- Limit vehicular traffic on the trail surface to as much as practical.

4.3 REFERENCE REQUIREMENT:

- 4.3.1 Please see 2.27 for submittal of references.

#1
REFERENCE FORM

REFERENCES- \$500,000 OR MORE: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$500,000 or more, for bidders to be responsive each must provide information on the most recent five (5) projects with similar scope of work as well as other information to determine experience and qualifications as follows:

- a. ProjectName: _____
Location: _____
Owner: _____
Address: _____
City and State: _____
Contact: _____
Phone & Fax: _____
Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____
- b. The awarded bid amount and project start date.
- c. Final Cost of project and completion date.
- d. Number of Change Orders.
- e. Contracted project completion in days.
- f. Project completed on time. Yes ___ No ___ Days exceeded _____.
- g. List previous contracts your company performed for Chatham County by Project, Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project? If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

#2
REFERENCE FORM

REFERENCES- \$499,000 OR LESS: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$499,000 or more, for bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows:

- a. ProjectName: _____
Location: _____
Owner: _____
Address: _____
City and State: _____
Contact: _____
Phone & Fax: _____
Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____
- b. The awarded bid amount and project start date.
- c. Final Cost of project and completion date.
- d. Number of Change Orders.
- e. Contracted project completion in days.
- f. Project completed on time. Yes ___ No ___ Days exceeded _____.
- g. List previous contracts your company performed for Chatham County by Project, Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project? If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

CHATHAM COUNTY, GEORGIA
BID
CONTRACT TO RESURFACE THE JULIE BACKUS SMITH TRAIL AT LAKE MAYER FOR
PUBLIC WORKS AND PARK SERVICES OF CHATHAM COUNTY
NO. 10-9-1-3
BID FEE FORM

Item No.	GDOT SPEC	ITEM DESCRIPTION	Unit	Quantity	Unit Cost	Extended Cost
1.	205	Excavation of Unsuitable Material	CY	141		
2.	209	Compacted Subgrade	CY	141		
3.	310	GAB – Granite	SY	845		
4.	402	12.5mm Asphalt	TN	725		

TOTAL PROJECT CONSTRUCTION COST: _____

Quantities shown are estimates only. Construction quantities will be determined in the field and approved by Staff prior to Notice to Proceed

COMPANY

CURRENT BUSINESS NO.

NAME/TITLE

CITY BUSINESS NO.

ADDRESS

COUNTY BUSINESS NO.

TELEPHONE NUMBER

FAX NUMBER

THE BID WILL REMAIN IN EFFECT FOR _____ DAYS FROM THE DATE OF THE BID OPENING.

DISCOUNT(S) _____

TERMS: _____

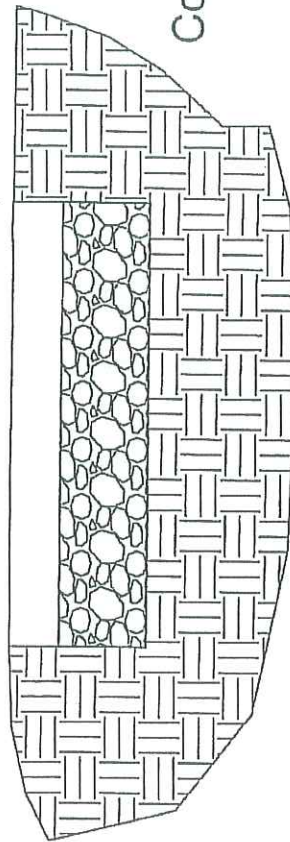
RECEIPT OF ADDENDUM NUMBERS _____ HEREBY ACKNOWLEDGED.

BY: _____
VENDOR

MINORITY VENDOR? _____ /YES _____ /NO

MBE/FBE CLASSIFICATION:

8' Wide Path



2" 12.5mm Superpave Asphalt
4" Graded Aggregate Base
Compacted Subgrade

Asphalt Path Cross-Section

Section 205—Roadway Excavation

205.1 General Description

Roadway excavation shall conform to the lines, grades, and cross-sections shown on the Plans or established by the Engineer.

If artifacts of historical or archaeological significance are encountered, temporarily stop excavation operations until directed by the Engineer. See Subsection 107.13.A.

Roadway excavation includes the following:

- Excavating, hauling, and placing or disposing of materials (not removed under another Contract Item) from within the limits of areas designated in the Contract.
- Excavating ditches (except channel excavation) and filling and/or plugging abandoned wells (both dug and drilled) located within the Right-of-Way and construction easements according to Georgia Standard 9031H.
- Removing paving, aggregates, and ballast not incorporated into the new work as a result of alignment shifts, grade changes, or reasons that may or may not be shown on the Plans.
- Salvaging aggregates, paving, (only if designated on the Plans) and removed railroad ballast.
- The Department claims salvaged materials unless the Engineer directs that materials be wasted. Dispose of materials not salvaged. Stockpile salvaged materials on the Project unless other sites for stockpiling are shown on the Plans.

205.1.01 Definitions

General Provisions 101 through 150.

205.1.02 Related References

A. Related Specifications

Section 107—Legal Regulations and Responsibility to the Public
Section 109—Measurement and Payment
Section 201—Clearing and Grubbing Right-of-Way
Section 202—Random Clearing and Grubbing
Section 208—Embankments
Section 209—Subgrade Construction
Section 411—Asphaltic Concrete Pavement, Partial Removal
Section 610—Removal of Miscellaneous Roadway Items

B. Related Documents

General Provisions 101 through 150.

205.1.03 Submittals

General Provisions 101 through 150.

205.2 Materials

Define excavated material, regardless of its nature or composition, as “unclassified excavation” unless otherwise specified in the Plans.

The Engineer will designate materials that are unsuitable.

205.2.01 Delivery, Storage, and Handling

A. Disposal of Surplus Material

Unless directed by the Engineer, do not waste excavated material until satisfying embankment and backfill requirements, unless material is designated on the Plans as "Unsuitable for embankment or backfill construction."

Dispose of materials to be wasted according to Subsection 201.3.05.E and the following information:

- Use suitable surplus material to widen embankments uniformly or to flatten fill slopes, or deposit the material in places on the Right-of-Way as directed by the Engineer.
- Do not leave an unsightly pile of material that will damage abutting property or deposit material above the grade of the adjacent roadway unless so directed by the Engineer.
- Do not place the edge of a waste bank nearer than 10 ft (3 m) from the top of a cut slope.

Dispose of unsuitable and surplus materials unless they are used as fill for slopes, abandoned ditches, or other areas shown on the Plans.

- Deposit unsuitable material excavated from ditches and do not allow it to remain within 3 ft (1 m) of the ditch edge. Spread material neatly in level, uniform layers.
- Use suitable materials from ditches for constructing roadway embankments unless otherwise directed by the Engineer.

B. Waste Disposal Areas

of it in the following areas:

1. Disposal Areas Shown on Plans

Check disposal areas shown on the Plans. They may or may not be adjacent to the Right-of-Way.

When shown on the Plans, the Department will obtain Right-of-Way or easement to permit disposal of material. The Plans contain the amounts of royalties and the conditions for the acquiring of the waste easement.

When the Department furnishes the waste areas, and the Engineer provides measurements of the area used, do the following:

- a. Promptly pay royalties to the owners of waste pits.
- b. Meet other conditions agreed to with the owners.
- c. Submit to the Engineer a written statement signed by the owner stating that the owner has been paid in full and the agreed conditions, including proper draining and final clean-up, have been fulfilled to the owner's satisfaction before receiving final payment from the Department.

The Department will not make separate payment for these costs of acquisition.

If the property owner is not paid within 60 days after the Engineer has furnished the measurement, the Department may pay the property owner directly any amounts due, and deduct it from funds due the Contractor.

This provision does not affect the obligation of the Contractor under his bond or the rights of the property owner or the Department under the bond.

In case of dispute between the Contractor and the Department, the Chief Engineer will make the final and conclusive decision.

When disposal areas are shown on the Plans and are elected to be used, comply with the terms of the option before resorting to other areas.

2. Disposal Areas Not Shown on Plans

When waste disposal areas are not shown on the Plans, obtain suitable disposal areas at no expense to the Department.

Exercise the right to sell or otherwise dispose of the surplus material in these cases. (See Subsection 107.22 and Subsection 107.23.)

3. Reclamation

Reclaim disposal areas according to Section 160.

205.3 Construction Requirements

205.3.01 Personnel

General Provisions 101 through 150.

205.3.02 Equipment

General Provisions 101 through 150.

205.3.03 Preparation

General Provisions 101 through 150.

205.3.04 Fabrication

General Provisions 101 through 150.

205.3.05 Construction

Perform roadway excavation according to the Plans, and all of the requirements of this Subsection.

1. Provide adequate openings in spoil banks to allow the adjacent land surface to drain.
2. To carry water from the side hill, cut surface ditches at the top of cut slopes that extend to each end of the cuts.
3. Turn side ditches or gutters that empty from cuts to embankments outward to avoid embankment erosion.
4. Discharge water from surface ditches at terraces or in tail ditches cut along contour lines (wherever possible).
5. Provide outlets or flumes for roadway ditches where necessary according to the Plans.

Surface ditches, outlets, and other such ditches will be paid for as "unclassified excavation."

6. Uniformly round the intersection of cut slopes with natural ground surfaces, including the beginning and end of cut slopes.
7. Bring cut slopes to the grade and cross-section shown on the Plans or established by the Engineer.
8. Finish to reasonably uniform surfaces acceptable for seeding and mulching operations.
9. Dispose of material from slides and overbreaks that occur before Final Acceptance as directed by the Engineer.

A. Constructing Serrated Slopes

Construct serrated slopes as follows:

1. Grade the backslope according to the Construction Detail.

The pay line is the template line or the final staked cross-section slope line. The Department will not make additional measurement or payment for constructing serrated slopes.

2. Start the first serration (step) as designated on the Construction Detail. Ensure that it is level instead of parallel to the roadway grade.
3. Use the tilt-control blade bulldozer to cut steps in alternate directions.

B. Constructing Non-serrated Slopes

Construct non-serrated slopes by leaving the front and back slopes in a roughened condition to provide a seed bed for temporary or permanent grassing operations.

C. Erosion and Siltation Control

Take the measures necessary throughout the Project to control erosion and to prevent silting of rivers, streams, and impoundments. Construct drainage facilities and perform all other construction work that contributes to erosion and siltation control in conjunction with earthwork operations as required by Section 161.

D. Rock Excavation

Remove rock and dispose of it as shown on the Plans or as directed by the Engineer. Transition any flattening of a cut slope already begun when rock is encountered to ensure the cut has a pleasing appearance.

Use the presplitting technique to reduce overbreakage and to establish a free surface or shear plane in the rock along the cut periphery or proposed break lines.

- Presplit a periphery plane to the excavation depth before blasting within the plane.
- Conduct the presplitting process by drilling appropriately sized holes at intervals that will ensure a neat break, to the desired depth, along the plane of the proposed cut. Load and stem the holes with an appropriate light charge explosive, and detonate the explosives simultaneously.
- Allow an 18 in. (450 mm) offset in the slope to begin succeeding drilling operations when the depth of the cut is more than can be drilled from the top.

Create a relatively smooth shear plane as indicated in the Plans with localized irregularities that do not exceed 2 ft (600 mm) behind or 1 ft (300 mm) in front (roadway side) of the plane surface.

Do not presplit slopes flatter than 1:1.

1. Overbreakage

Material that is excavated beyond or below the cross-section shown on the Plans or designated will be at the Contractor's expense, except unavoidable overbreakage in solid rock. The allowable overbreakage is a maximum of 2 ft (600 mm) below or outside the original template lines. Backfill to replace material removed below the limits specified at no expense to the Department.

2. Precautions

See Use of Explosives in Subsection 107.12.

3. Rock and Boulders

Handle rock and boulder excavation as follows:

- a. Excavate solid rock and boulders in the roadbed to at least 1 ft (300 mm) below the finished subgrade elevation and backfill the space to the correct grade with suitable subgrade material.
 - b. Leave the side slopes of rock cuts with uniform faces whether or not the excavation is carried beyond the specified side slope.
 - c. Remove loose rock on cut slopes immediately after blasting.
 - d. Place stones, broken rock, and boulders found within the construction limits and not required for other construction, into embankment slopes when possible.
4. Ensure that sloped surfaces conform to the typical section shown on the Plans or to natural cleavage planes compatible with the typical section. Leave sloped surfaces safe and natural looking.

E. Unsuitable Material Excavation

The Engineer may require unsuitable material be removed from its location.

1. Remove material and backfill with properly compacted approved material.
2. Undercut material to the depth shown on the Plans or established by the Engineer in cut areas where the material is not suitable for subgrades or shoulders. Backfill the area with suitable material.
3. Excavate unsuitable material in roadway cuts and dispose of the material as directed by the Engineer.

The Department will not designate the unsuitable material excavation as a separate Pay Item unless specifically designated on the Plans, but will pay for it as "Roadway Excavation—Unclassified."

F. Obliteration of Old Roads

Obliterate old roads or other areas by completing the following work as directed by the Engineer:

- Obliterate discontinued roads or other areas inside or outside the Project construction limits.
- Grade, scarify, plow, and harrow obliterated areas.

The Department will pay for excavation (other than that necessary for finishing and dressing) as "roadway excavation—unclassified." Follow this procedure to obliterate the road:

1. Fill old ditches and grade the roadway after the old road is no longer needed for traffic. Restore the original contour of the ground and produce a surface of naturally rounded slopes.
2. Use borrow required for the new roadway from fills in the old road (where feasible).
3. Place surplus and waste material from the new roadway in cuts in the old road (where feasible).
4. Break down and remove or bury old structures not required to maintain drainage flow. Remove and store material with salvage value, or use it in the new construction.
5. Scarify, harrow, and smooth the old surface. Re-grass disturbed areas or establish a vegetative cover according to Section 160 or Section 700 as applicable.

G. Surcharge Removal

Remove and properly dispose of materials placed as surcharge for consolidation or other purposes.

1. Waste the material removed or use it for other purposes as specified on the Plans or in the Special Provisions.
2. Provide other areas for disposal if adequate areas are not available for disposing of excess surcharge within the Right-of-Way.

H. Use of Select Materials

Conserve and use excavated materials suitable for subgrade, shoulder construction, plant topsoil, blanket for fill slopes, or other purposes as directed by the Engineer according to Subsection 104.06.

1. Reserve suitable material by either leaving it in its original position or stockpiling it as directed by the Engineer.
2. Haul select materials directly from the excavation area to the final placement area whenever possible. Do not stockpile materials unless specifically directed.

The Department will again pay for "roadway excavation—unclassified," which includes necessary hauling and placement, when the material is removed from the stockpile.

I. Final Finishing of Roadway

After excavation has been completed use the following procedure to finish the roadway:

1. Shape the surface of the roadbed and slopes to reasonably true grade alignment and cross-section shown on the Plans or established by the Engineer. Finish according to Section 209.
2. Leave cut slope surfaces in rock reasonably uniform and remove loose overhanging rock.
3. Open all ditches, drains, and culverts constructed to effectively drain the roadway.

The Department will make no separate payment for finishing done under this Section. Include the work in the cost of the roadway excavation.

4. Maintain the excavated areas until final acceptance of the Project.

205.3.06 Quality Acceptance

General Provisions 101 through 150.

205.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

205.4 Measurement

Original ground surface measurements will be obtained using conventional methods, photogrammetric means, or a combination of these methods. The Engineer will determine the method(s) and time when the measurements are to be taken for each Project.

The volume of Roadway Excavation-Unclassified, authorized and accepted by the Engineer, will be computed by the method of average end areas, or other acceptable means, using the original ground surface, the final ground surface, cross-section, or approved templates.

The final ground surface will be obtained from conventional field measurements, as-built templates, photogrammetric means, or a combination of these methods. The Engineer will determine the method(s) to be used on each Project.

The measurement will include:

- Overbreakage and slides in roadway excavation, unless they are caused by Contractor negligence
- Authorized excavation of rock or unsuitable material below template grade
- Material re-excavated from stockpiles and used in construction as directed by the Engineer
- Surcharge removal

Excavation outside of staked lines and slopes will never be measured for payment unless ordered or approved by the Engineer.

Ditch excavation will be measured as specified in paragraph one, above.

Retaining wall construction will be measured to the back and bottom of the select material backfill or footing as the Engineer determines. Any exception outside these lines by the Grading Contractor to provide stable slopes and positive drainage will not be measured and will be considered incidental to the work.

Filling or plugging abandoned wells will not be measured for payment but all costs shall be included in the price bid for Roadway Excavation when Item 205 is shown as a pay item. Otherwise all costs shall be included in the overall contract bid price.

Removing paving, aggregates, and ballasts will be measured and included in the computations for roadway excavation when Section 205 is shown as a pay item (unless those items are shown in the Plans as a separate pay item).

205.4.01 Limits

General Provisions 101 through 150.

205.5 Payment

Removing paving, aggregates, and ballast will be paid for at the Contract Price bid per cubic yard (meter) when Item 205 is shown as a Pay Item, unless the items are shown in the Plans as a separate Pay Item.

The Department will withhold a percentage of the progress payments for the estimated quantity of earthwork (not to exceed 5 percent) until final dressing, subgrade construction, and satisfactory disposal of unsuitable or surplus materials is completed. This percentage withheld shall be in addition to that specified in Subsection 109.07.

The Contract Price per cubic yard (meter) for "roadway excavation—unclassified" will be paid for quantities of excavation measured according to Subsection 205.4. Payment is full compensation for:

- Excavating, hauling, placing, and compacting excavated material.
- Removing, loading, hauling, stockpiling as designated, and sawing pavement when payment is included under Item 205.
- Pre-splitting rock, disposing of unsuitable or surplus materials, excavating, shaping, disposing of unsatisfactory excavated materials, maintaining ditches (except channel excavation specified in Section 204), constructing subgrades and shoulders, and finishing, dressing, and maintaining the work until Final Acceptance.

Payment will be made under:

Item No. 205	Unclassified excavation	Per cubic yard (meter)
--------------	-------------------------	------------------------

205.5.01 Adjustments

General Provisions 101 through 150.

Section 209—Subgrade Construction

209.1 General Description

This work includes placing, mixing, compacting, and shaping the top 6 in (150 mm) or the Plan-indicated thickness of the roadbed in both excavation and embankment areas.

This work also includes subgrade stabilization, select material subgrade, and shoulder stabilization.

209.1.01 Definitions

General Provisions 101 through 150.

209.1.02 Related References

A. Standard Specifications

Section 109—Measurement and Payment
Section 412—Bituminous Prime
Section 803—Stabilizer Aggregate
Section 810—Roadway Materials
Section 815—Graded Aggregate

B. Referenced Documents

GDT 7
GDT 20
GDT 21
GDT 24a
GDT 24b
GDT 59
GDT 67

209.1.03 Submittals

General Provisions 101 through 150.

209.2 Materials

A. Subgrade Materials

If the Plans do not show the source of material for subgrade, the Engineer will direct the Contractor according to the Specifications, or implement a Supplemental Agreement to ensure a satisfactory subgrade.

If the existing roadway excavation or borrow materials are not suitable or available for stabilizing the subgrade, use the quantity of stabilizer materials defined below in Subsection 209.2.

B. Subgrade Stabilizer Materials

Material	Section
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Type I Stabilizer aggregate	803.2.01
Type II Stabilizer Aggregate	803.2.02
Class IIB3 or Better Soil	810.2.01.A.1
Type III Stabilizer Aggregate	803.2.03
Type IV Stabilizer Sand	803.2.04

C. Select Material Subgrade

Material	Section
Class IIB3 Or Better Soil	810.2.01.A.1
Graded Aggregate	815

D. Shoulder Stabilization

Material	Section
Shoulder Stabilization	803.2.02, Type II

209.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

209.3 Construction Requirements

209.3.01 Personnel

General Provisions 101 through 150.

209.3.02 Equipment

General Provisions 101 through 150.

209.3.03 Preparation

General Provisions 101 through 150.

209.3.04 Fabrication

General Provisions 101 through 150.

209.3.05 Construction

A. Subgrade Construction

Construct subgrade as follows:

1. Plow, harrow, and mix the entire surface of the in-place subgrade to a depth of at least 6 in (150 mm).
2. After thoroughly mixing the material, bring the subgrade to Plan line and grade and compact it to 100 percent of the maximum laboratory dry density.
3. If the subgrade needs to be stabilized, or if a subsequent contract provides for base construction, do not apply density requirement at this stage.

If a subsequent Contract provides for base construction, eliminate mixing and compact the in-place subgrade to 95 percent of the laboratory maximum dry density.

4. Ensure that the subgrade can firmly support construction equipment before placing subsequent layers of base and paving materials. The subgrade must support construction equipment without excessive movement regardless of compaction.
5. Rework unstable areas of subgrade to a moisture content that will provide stability and compaction. The Engineer may direct the Contractor to proof roll the subgrade with a loaded dump truck.
6. Compact the subgrade using a sheepsfoot roller.

Where the subgrade soils are predominantly sands, the Engineer may permit the use of vibratory rollers.

B. Subgrade Stabilization

Construct a stabilized subgrade according to Plans or as directed:

1. Undercut and dispose of the amount of subgrade material that will be displaced with the aggregate or selected material according to the Engineer's direction.
2. Leave material off the subgrade in fill sections requiring stabilization.
3. Place the amount of material specified in Subsection 209.2.B. on the subgrade as specified on the Plans or established by the Engineer.
4. Thoroughly incorporate the material into the existing subgrade to a depth of 6 in (150 mm), or as indicated on the Plans. Plow, disk, harrow, blade, and then mix with rotary tillers until the mixture is uniform and homogeneous throughout the depth to be stabilized.
5. Finish the stabilized subgrade to the Plan line, grade, and cross-section. Compact it to 100 percent of the maximum laboratory dry density as defined in Subsection 209.3.06.

Plant mixing is permitted as an alternative to the mixed-in-place method.

6. Eliminate the mixing and scarifying method before compaction in undercut areas where Type III Stabilizer Aggregates are specified, unless otherwise specified by the Engineer.

C. Select Materials Subgrade

Place select materials as follows:

1. Place a uniform blanket of select material consisting of Class I or II soil or graded aggregate on the prepared subgrade (according to Plan dimensions or as directed by the Engineer).
2. Use the select material reserved from the grading or borrow operations. If material is not available through this source, obtain it from other sources.
3. Finish and compact the material according to Subsection 209.3.05.A.

D. Shoulder Stabilization

Stabilize the shoulder as follows:

1. Spread the stabilizer aggregate at the rate and to the dimensions indicated on the Plans.
2. Mix the aggregate with the in-place shoulder material thoroughly to the Plan depth.
3. Compact the area thoroughly and finish it to Plan dimensions.
4. Prime the stabilized area according to Section 412 when a paving course is required on the shoulders.

E. Finishing Subgrade

When finishing subgrade use the following procedure:

1. Leave the underlying subgrade in cuts and fills low enough to accommodate the additional material when the work requires either subgrade stabilization, select material subgrade, or stabilization for shoulders.
2. Test short sections in curb and gutter areas might be necessary to obtain the proper elevation.
3. Blade the surface of the completed subgrade to a smooth and uniform texture.

209.3.06 Quality Acceptance

The Department will test representative samples of compacted material to determine the laboratory maximum dry density using GDT 7, GDT 24a, or GDT 67 as applicable.

The Department will determine in-place density of the compacted subgrade according to GDT 20, GDT 21, or GDT 59, as applicable.

Ensure that the centerline profile conforms to the established elevations with an acceptable tolerance of ± 0.5 in (± 13 mm). The acceptable tolerance under a template conforming to the designated cross section shall be ± 0.25 in (± 6 mm).

Have the Department test the maximum dry density using methods according to Subsection 209.3.05.A. When base construction is not in the same Contract, the tolerances may be 1 in (25 mm), 0.5 in (13 mm), and 95 percent respectively.

209.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

209.4 Measurement

A. Subgrade Construction and Finishing Subgrade

The Department will make no separate measurement or payment for the work described in this Section.

B. Subgrade Stabilization

Subgrade stabilization materials, as defined in Subsection 209.3.05.B is measured by the ton (megagram), cubic yard (meter), or square yard (meter) of the specified thickness if none of the existing Roadway Excavation and/or Borrow Materials are suitable and available for stabilizing the subgrade.

C. Select Material Subgrade

Select materials, conforming to Subsection 209.3.05.C are measured by the cubic yard (meter) in the hauling vehicle, per ton (megagram) according to Subsection 109.01, or by the square yard (meter) of the specified thickness when roadway excavation and/or borrow materials are not available or suitable for this Item.

D. Shoulder Stabilization

Shoulder stabilization is measured by the cubic yard (meter) or ton (megagram) as specified in Subsection 209.4.B.

209.4.01 Limits

General Provisions 101 through 150.

209.5 Payment

A. Subgrade Construction

The Department will make no separate payment for subgrade construction or for finishing subgrade.

B. Subgrade Stabilization

Subgrade stabilization complete and accepted according to Subsection 209.3.05.B will be paid for at the Contract Unit Price per cubic yard (meter), per ton (megagram), or per square yard (meter). This price is full compensation for furnishing the materials, hauling, placing, mixing, compacting, and finishing the stabilized subgrade.

C. Select Material Subgrade

Select material complete, accepted, and measured according to Subsection 209.4.C will be paid for at the Contract Unit Price per cubic yard (meter), per ton (megagram), or per square yard (meter). This price is full compensation for furnishing the material where required, hauling, placing, mixing, compacting and finishing the select material subgrade.

D. Shoulder Stabilization

This Item will be measured by Subsection 209.4.B. and paid for according to Subsection 209.5.B. This Items also Includes furnishing and applying bituminous prime.

Payment will be made under:

Item No. 209	Stabilizer materials (class), (type), (thickness)	Per ton (megagram), cubic yard (meter), or square yard (meter)
Item No. 209	Select material subgrade (class), (type), (thickness)	Per ton (megagram), cubic yard (meter), or square yard (meter)
Item No. 209	Stabilizer aggregate for shoulders	Per ton (megagram), or cubic yard (meter)

Section 310—Graded Aggregate Construction

310.1 General Description

This work includes constructing a base, subbase or shoulder course composed of mineral aggregates. Construct according to these Specifications and to the lines, grades, thickness, and typical cross-sections shown on the Plans or established by the Engineer.

The provisions of Section 300 apply to this work.

310.1.01 Definitions

General Provisions 101 through 150.

310.1.02 Related References

A. Standard Specifications

Section 105—Control of Work

Section 300—General Specifications for Base and Subbase Courses

Section 412—Bituminous Prime

Section 815—Graded Aggregate

Section 821—Cutback Asphalt
Section 823—Cutback Asphalt Emulsion

B. Referenced Documents

AASHTO T 180
GDT 21
GDT 59

310.1.03 Submittals

General Provisions 101 through 150.

310.2 Materials

Ensure that materials meet the requirements of the following Specifications:

Material	Section
Graded aggregate	815
Cutback asphalt, RC-30, RC-70, RC-250 or mC-30, MC-70, MC-250	821.2.01
Cutback asphalt Emulsion, CBAE-2	823.2.01
Blotter material (sand)	412.3.05.G.3

310.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

310.3 Construction Requirements

310.3.01 Personnel

General Provisions 101 through 150.

310.3.02 Equipment

Provide equipment in satisfactory condition for proper construction of the base, subbase or shoulder course. Use any applicable equipment specified in Subsection 412.3.02, "Equipment" for Bituminous Prime.

310.3.03 Preparation

Prepare the subgrade or subbase as specified in Subsection 300.3.03.C, "Preparing the Subgrade" or Subsection 300.3.03.D, "Preparing the Subbase." Place graded aggregate materials only on dry, thawed subgrade or subbase.

310.3.04 Fabrication

General Provisions 101 through 150.

310.3.05 Construction

A. Placing Material

Use the central plant mix method unless producing aggregates (from an approved source or deposit) that conform to the requirements of Section 815. Use the following steps to mix base and spread subbase or shoulder course.

1. Mixing

When blending two sizes of aggregate, proportion the aggregate and water, if needed, into the central plant. Mix until producing a homogeneous and uniform mixture.

2. Spreading

To obtain the specified thickness, uniformly spread materials to the proper depth with a mixture spreader. Do not use materials containing frost or frozen particles.

a. One-Course Construction

Lay one course to a maximum thickness of 8 in (200 mm) compacted.

b. Multiple-Course Construction

If the thickness of the base, subbase or shoulder course exceeds 8 in (200 mm), construct it in 2 or more courses of equal thickness.

B. Compacting Material

Use the following steps to compact and finish a base, subbase, or shoulder course.

1. Moisture Content

Ensure that the moisture content of materials is uniformly distributed and allows compaction to the specified density. Unless approved by the Office of Materials and Research, no graded aggregate will be shipped to a project when the moisture content of the material exceeds two percent of optimum moisture.

2. Compaction

After shaping the spread material to line, grade, and cross-section, roll to uniformly compact the course. If using Group 1 aggregate, roll to at least 98 percent of maximum dry density. If using Group 2 aggregate, roll to at least 100 percent of the maximum dry density.

If using graded aggregate mixtures composed of either group as base for paved shoulders 6 ft (1.8 m) wide or less, compact to at least 96 percent of the maximum dry density.

Regardless of compaction, ensure that the compacted base is sufficiently stable to support construction equipment without pumping. If the base material is unstable from too much moisture, dry and rework the base material. Dry and rework the underlying subgrade, if necessary.

a. One-Course Construction

- 1) After compaction, shape to the required grade, line, and cross-section.
- 2) Add water as necessary to develop the proper moisture content.
- 3) Roll until the surface is smooth, closely knit, and free of cracks.
- 4) Correct all defects according to Subsection 300.3.06.B, "Repairing Defects."

b. Multiple-Course Construction

- 1) After compacting the first course, shape the surface again to line, grade, and cross section.
- 2) Add water as necessary to develop the proper moisture content.
- 3) Spread and compact the second and any succeeding courses without rolling the first course again.
- 4) Finish the surface according to the procedure specified for one-course construction.

c. Irregular Areas

In places inaccessible to the roller, obtain the required compaction with mechanical tampers approved by the Engineer. Apply the same density requirements as stated above in Subsection 310.3.05.B.

C. Finishing

Finish the surface of the subbase for Portland cement concrete pavement or the base of asphaltic concrete pavement with automatically controlled screed equipment when required by Subsection 300.3.02.H, "Fine Grading Machine" of the Specifications. Furnish, install, and maintain the sensing wires needed to control the finish operation as a part of the Pay Item. When automatically controlled screed equipment is not required, fine grading with motor graders is permitted. Finish immediately after the placing and compacting operations. After finishing, compact the subbase again, according to Subsection 310.3.05.B, "Compacting Material."

D. Protecting the Base, Subbase or Shoulders

Maintain the course until the Engineer determines that it has cured sufficiently and is ready to prime. Maintain by additional wetting, rolling, and blading as necessary. Repair any defects according to Subsection 300.3.06.B, "Repairing Defects." These protection measures do not relieve the Contractor of maintaining the Work until final acceptance as specified in Section 105.

E. Priming the Base

Apply bituminous prime according to Section 412 unless using:

- Graded aggregate base under Portland cement concrete pavement
- Graded aggregate base under asphaltic concrete 5 in (125 mm) or more in total thickness

310.3.06 Quality Acceptance

A. Compaction Tests

1. Determine the maximum dry density from representative samples of compacted material, according to AASHTO T180, Method D.
2. Determine the in-place density of finished courses according to GDT 21 or GDT 59, where applicable.

B. Finished Surface

Check the finished surface of the base, subbase, or shoulder course as follows:

1. Check the longitudinal surface using a 15 ft (4.5 m) straightedge parallel to the centerline.
2. Check the transverse surface by using one of the following tools:
 - A template, cut true to the required cross-section and set with a spirit level on non-superelevated sections

- A system of ordinates, measured from a stringline
 - A surveyor's level
3. Ensure that ordinates measured from the bottom of the template, stringline, or straightedge, to the surface do not exceed 1/4 in (6 mm) at any point. Rod readings shall not deviate more than 0.02 ft (6 mm) from required readings.
4. Correct any variations from these requirements immediately according to Subsection 300.3.06.B, "Repairing Defects."

C. Thickness Tolerances

1. Thickness Measurements

- a. Thickness requirements apply to shoulder construction where the Plans specify a uniform thickness, or where the shoulders will be surfaced. b. Determine the thickness of the base, subbase, or shoulder course, by making as many checks as necessary to determine the average thickness.

2. Deficient Thickness

- a. If any measurement is deficient in thickness more than 1/2 in (13 mm), make additional measurements to determine the deficient area.
- b. Correct any area deficient between 1/2 in (13 mm) and 1 in (25 mm) to the design thickness by using one of the following methods according to these Specifications:
- Add additional quantities of the same materials and reconstruct to the required thickness
 - Leave in place and accept payment for the materials and area at 1/2 the Contract Unit Price for the deficient area.
- c. Correct any area deficient in thickness by more than 1 inch (25 mm) by adding additional quantities of the same material and reconstructing to the required thickness in accordance with these Specifications.
- d. If payment is made by the ton (megagram), payment for additional material to correct deficiencies will be made at the Contract Unit Price with no additional cost to the Department for scarification, mixing or compaction.
- e. If payment is made by the square yard (meter), no payment will be made for additional material required to correct deficiencies or for reconstructing deficient work.

3. Average Thickness

- a. The average thickness per linear mile (kilometer) is determined from all measurements within the mile (kilometer) increments except the areas deficient by more than 1/2 in (13 mm) and not corrected.
- b. The average thickness shall not exceed the specified thickness by more than 1/2 in (13 mm).
- c. If the basis of payment is per ton (megagram), and the average thickness for any mile (kilometer) increment exceeds the allowable 1/2 in (13 mm) tolerance, the excess quantity in that increment will be deducted from the Contractor's payments.
- d. The excess quantity is calculated by multiplying the average thickness that exceeds the allowable 1/2 in (13 mm) tolerance by the surface area of the base, subbase, or shoulder.
- e. If the basis of payment is per square yard (meter), no deduction will be made for excess thickness.

310.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

310.4 Measurement

A. Graded Aggregate

Where specified for payment by the ton (megagram), graded aggregate base, subbase or shoulder materials are measured in tons (megagrams), mixed and accepted. When hauling material to the roadway, the actual weight of each loaded vehicle is determined with an approved motor truck scale.

Where specified for payment by the square yard (meter) for a certain thickness, the surface length is measured along the centerline, and the width is specified on the Plans. Measure irregular areas, such as turnouts and intersections, by the square yard (meter).

B. Bituminous Prime

Bituminous prime is not measured for separate payment.

310.4.01 Limits

General Provisions 101 through 150.

310.5 Payment

A. Graded Aggregate

Graded aggregate base, subbase, or shoulder course will be paid for at the Contract Unit Price per ton (megagram) or per square yard (meter), complete, in place, and accepted. This payment shall be full compensation for:

- Materials
- Shaping and compacting the existing roadbed
- Loading, hauling, and unloading
- Crushing and processing
- Mixing
- Spreading
- Watering
- Compacting and shaping
- Maintenance
- Priming, when required
- All incidentals necessary to complete The Work

Payment will be made under:

Item No. 310	Graded aggregate (base, subbase, shoulder course) – including material	Per ton (megagram) or square yard (meter)
Item No. 310	Graded aggregate base, shoulder course – including material	Per ton (megagram) or square yard (meter)

310.5.01 Adjustments General Provisions 101 through 150.

Section 402—Hot Mix Recycled Asphaltic Concrete

402.1 General Description

This work includes producing and placing hot mix recycled asphaltic concrete that incorporates reclaimed asphalt pavement (RAP), reclaimed asphalt shingles (RAS), virgin aggregate, hydrated lime, and neat asphalt cement.

402.1.01 Definitions

General Provisions 101 through 150.

402.1.02 Related References

A. Standard Specifications

Section 400—Hot Mix Asphaltic Concrete Construction
Section 800—Coarse Aggregate
Section 828—Hot Mix Asphaltic Concrete Mixtures

B. Referenced Documents

Guidelines for RAP Stockpile Approval

402.1.03 Submittals

A. Certified Weight Tickets

Notify the Engineer before removing RAP from a stockpile that belongs to the Department. Submit to the Engineer the certified weight tickets of materials removed from the stockpile.

B. Affidavit

Submit to the laboratory an affidavit stating the sources of stockpiled materials to be used on a State project. Include the following information in the letter:

- State project number
- Location from which the material was removed
- Approximate removal dates
- Mix types removed and the estimated quantity of each type in the stockpiles
- Other available information about the stockpiled material such as percentage of local sand in the RAP

Obtain specific approval from the laboratory to use RAP or RAS stockpiles.

Adhere to Guidelines for RAP Stockpile Approval.

402.2 Materials

A. RAP Material Composition

Use RAP materials from any of the following:

- Existing roadway
- Contractor's RAP stockpile that has been approved by the Department
- Department stockpile

NOTE: The location of Department RAP material stockpiles will be given on the Plans.

Do not use RAP materials that contain alluvial gravel or local sand in any mixture placed on interstate projects except for mixtures used in shoulder construction. When used in shoulder construction, limit RAP containing local sand or alluvial gravel so that the sand or gravel contributes no more than 20% of the total aggregate portion of the mix.

1. RAP Percentage

For non-interstate projects, limit the percentage of RAP allowed in recycled mixes so that the overall amount of alluvial gravel does not exceed 5 percent of the total mix. The percentage of alluvial gravel, local sand, and Group I material in the RAP will be determined through petrographic analysis or available records.

RAP furnished to the Contractor but not used in the work remains the Contractor's property.

RAP used in the recycled mixtures for mainline or ramps (if applicable) may make up from 0 to 40 percent of the mixture depending on the amount of RAP available, the production facilities, and whether the mixture meets the requirements in Section 828.

The maximum ratio of RAP material to the recycled mixture is 40 percent for continuous mix type plants and 25 percent for batch type plants.

2. Process RAP Material

Process RAP material to be used in the recycled mixture so that 100 percent will pass the 2 in (50 mm) sieve. Additional crushing and sizing may be required if the RAP aggregate exceeds the maximum sieve size for the mix type as shown in Section 828. Obtain representative materials from the RAP stockpile for the mix design.

B. RAS Material

RAS materials are produced as a by-product of manufacturing roofing shingles and/or discarded shingle scrap from the reroofing of buildings.

1. Limit the amount of RAS material used in the recycled mixture to no greater than 5 percent of the total mixture weight.
2. Shred the RAS material before incorporating it into the mix to ensure that 100 percent of the shredded pieces are less than 1/2 in (12.5 mm) in any dimension.
3. Remove all foreign materials such as paper, roofing nails, wood, or metal flashing.
4. Provide test results for Bulk Sample Analysis, known as Polarized Light Microscopy, if post-consumer shingles are used to certify the RAS material is free of asbestos. Test stockpiles at the rate of one test per 1000 tons (megagrams) prior to processing.

Other than as specifically stated in this Subsection, ensure that RAS material is used according to the same requirements as described for RAP material.

C. Asphaltic Concrete Removed from an Existing Roadway

Asphaltic concrete removed from an existing roadway becomes the Contractor's property unless specified otherwise on the Plans. RAP material retained by the Department is designated on the Plans, and the RAP shall be stockpiled at the location specified on the Plans.

D. Local Sand and Group I Material in RAP

Use of local sand in recycled mixes is restricted as stipulated in Section 828 for the Project. However, RAP which contains local sand may be used in surface and intermediate layers of non-interstate projects so long as the RAP percentage used does not contribute more than 5% local sand to the total aggregate portion of the mix. The amount of local sand in the RAP material shall be considered when determining the percentage of local sand in the total mix.

Where Pay Items specify that Group II only aggregate is to be used, RAP which consists primarily of Group II aggregate, but contains some Group I aggregate, shall be limited such that the Group I aggregate makes up no more than 5% of the total aggregate portion of the mix. When a Blend I mix is specified, any Group I materials in the RAP will be considered when determining the Group I portion allowed in the total mix as specified in Subsection 828.2.A.2.

E. Asphalt Cement

Using laboratory evaluations, the Department will determine the asphalt cement grade to be used in the recycled mixture. The asphalt cement shall meet the requirements of Section 820.

When the asphalt cement is blended with asphalt cement recovered from the RAP material and after tests on residue from thin film oven tests, the asphalt cement shall have a viscosity of 6,000 to 16,000 poises (600 to 1600 Pa) or as approved by the Engineer. Recover asphalt cement from the recycled mixture to verify that the specified viscosity is being met.

If the Engineer determines during construction that the selected asphalt cement grade is not performing satisfactorily, the Department may change the asphalt cement grade in the mixture, with no change in the Contract Unit Price.

F. Recycled Mixture

The recycled mixture shall be a homogenous mixture of RAP or RAS material, virgin aggregate, hydrated lime, and neat asphalt cement. Ensure that the mixture conforms to an approved mixture design outlined in Section 828.

402.2.01 Delivery, Storage, and Handling

Separate the stockpiles by Project sources and by Group I and Group II aggregate types. Erect a sign on each stockpile to identify the source(s).

If RAP material from different project sources becomes intermixed in a stockpile, only use those materials when approved by the laboratory.

The Department may reject by visual inspection stockpiles that are not clean and free of foreign materials.

402.3 Construction Requirements

402.3.01 Personnel

General Provisions 101 through 150.

402.3.02 Equipment

A. Hot Mix Plant

Use a hot mix plant for the recycling process with necessary modifications approved by the Engineer to process recycled material. Design, equip, and operate the plant so that the proportioning, heating, and mixing yields a uniform final mixture within the job mix formula tolerances.

B. Cold Feed Bin

Proportion the RAP or RAS material using a separate cold feed bin. Ensure that the material meets the size requirements in Subsection 402.2, "Materials." The ratio of the RAP or RAS to virgin aggregate shall be controlled gravimetrically.

C. Electronic Belt Weighing Devices

Use electronic belt weighing devices to monitor the flow of RAP or RAS and the flow of virgin aggregate. For batch-type plants, the RAP or RAS portion of the mix may be weighed in a weigh hopper before incorporating it into the pugmill.

D. Feeders and Conveyors

Equip plants with an interlocking system of feeders and conveyors that synchronize the RAP or RAS material flow with the virgin aggregate flow. Ensure that the electronic controls track the flow rates indicated by the belt weighing devices and develop the signal to automatically maintain the desired ratio at varying production rates. Design the RAP or RAS feeder bins, conveyor system, and auxiliary bins (if used) to prevent RAP material from segregating and sticking.

402.3.03 Preparation

General Provisions 101 through 150.

402.3.04 Fabrication

General Provisions 101 through 150.

402.3.05 Construction

Follow the requirements in Section 400 for hot mix recycled asphaltic concrete production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

402.3.06 Quality Acceptance

The Department may require additional quality control tests to determine the RAP stockpile consistency and the RAP aggregate quality. In this case, conduct at least three extraction/gradation tests from each individual source. Ensure that aggregate meets the quality standards in Section 800.

402.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

402.4 Measurement

Recycled asphaltic concrete mixture, complete in place and accepted, is measured in tons (megagrams). The weight is determined by recorded weights if an approved recording device is used. Or, the weight is determined by weighing each loaded vehicle on an approved motor truck scale as the material is hauled to the roadway.

402.4.01 Limits

General Provisions 101 through 150.

402.5 Payment

The work performed and the materials furnished as described in this Specification will be paid for at the Contract Unit Price per ton (megagram). Payment is full compensation for providing materials, hauling and necessary crushing, processing, placing, rolling and finishing the recycled mixture, and providing labor, tools, equipment, and incidentals necessary to complete the work, including hauling and stockpiling RAP or RAS material.

Payment will be made under:

Item No. 402	Recycled asphaltic concrete type, group-blend, including bituminous materials	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete type, group-blend, including bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete type, group-blend, including polymer-modified bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	_____ in(mm) recycled asphaltic concrete type, group-blend, including bituminous materials	Per square yard (meter)
Item No. 402	_____ in (mm) recycled asphaltic concrete type, group-blend, including bituminous materials and hydrated lime	Per square yard (meter)
Item No. 402	_____ in (mm) recycled asphaltic concrete type, group-blend, including polymer-modified bituminous materials and hydrated lime	Per square year (meter)
Item No. 402	Recycled asphaltic concrete patching including bituminous materials	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete patching including bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete leveling including bituminous materials	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete leveling including bituminous materials and hydrated lime	Per ton (megagram)

**CHATHAM COUNTY PURCHASING DIVISION
NO-BID STATEMENT**

In an effort to make the procurement of construction, goods and services for Chatham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot bid. Your "responsiveness" and "constructive" comments will be appreciated.

Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues you feel needs addressing.

- ☐ Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- ☐ Manufacturing - Unique item, production time for model or item has expired, etc.
- ☐ Bid Time - Insufficient time to properly respond to bid or proposal.
- ☐ Delivery Time - Specified delivery time cannot be met.
- ☐ Payment - Delay in payment terms. Please be specific.
- ☐ Bonding - We are unable to meet bonding requirements.
- ☐ Insurance - We are unable to meet insurance requirements.
- ☐ Removal - From bidders list for this particular commodity or service.
- ☐ Keep - Our Company on your bidders list for future reference.
- ☐ Project is - Too Large ☐ Too Small ☐ Site Location Too Distant ☐.
- ☐ Miscellaneous - Do not wish to bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

> **CONSTRUCTION PROJECTS:** Please provide reason for obtaining a bid package. Check one below.

Interest in this project as a Prime Contractor ☐, Sub-Contractor ☐, Supplier ☐.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid which you feel has an impact on your inability to bid.

VENDOR STATEMENT

NOTE: RETURN THIS FORM ONLY IF YOU ARE NOT SUBMITTING A BID.

Signature _____

Bid Number 10-9-1-3

Firm Name _____

Commodity number or name:

Telephone Number _____

Trail at Lake Mayer

Purchasing Agent: Telephone: 912-790-1626 or Fax: 912-790-1627

ATTACHMENT A

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia

Annotated, related to the Drug Free Workplace have been complied with full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____(Contractor) certifies to Chatham County that a drug-free workplace will that a drug-free workplace will be provided for the employees during the performance of

this contract known as **CONTRACT TO RESURFACE THE JULIE BACKUS SMITH TRAIL AT LAKE MAYER FOR PUBLIC WORKS AND PARK SERVICES OF CHATHAM COUNTY**

pursuant to paragraph (7), of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B
PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presents, that I (We), _____,
Name Title Name of Bidder

(herein after company"), in consideration of the privilege to bid/or propose on the following Chatham

County project procurement **(CONTRACT TO RESURFACE THE JULIE BACKUS SMITH TRAIL
AT LAKE MAYER FOR PUBLIC WORKS AND PARK SERVICES OF CHATHAM COUNTY,**

hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

ATTACHMENT C

DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contractor subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that
Company Name

the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

2010 by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State:

ATTACHMENT D

IMMIGRATION AND SECURITY FORM

SB529 (The GA Security and Immigration and Compliance Act) requires contractors to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor. This requirement of SB529 is a phased-in affidavit filing requirement based on the size of the contractor. Contractors with 500 or more employees are required to file an affidavit of compliance beginning 7/1/07. However, because the requirement is set forth in OCGA 13-10-91 which is a part of Chapter 10 of Title 13 governing public works contracts, the affidavit filing requirements of SB529 therefore only apply to public works contracts.

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq. Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature

Title

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

IS Form 529, Chatham County Purchasing & Contracting 1 July 2008

ATTACHMENT E

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date: _____

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT G

LETTER OF INTENT TO PERFORM AS A MINORITY/WOMEN BUSINESS
ENTERPRISE
SUBCONTRACTOR/JOINT VENTURE PARTNER

*THIS FORM MUST BE COMPLETED BY THE SUCCESSFUL SUB-CONTRACTOR AND
SUBMITTED BY THE APPARENT SUCCESSFUL BIDDER OR PROPOSER BEFORE
APPROVAL OF CONTRACT AWARD IS REQUESTED BY COUNTY STAFF FROM THE
BOARD OF COMMISSIONERS.*

TO: CHATHAM COUNTY PURCHASING

**PROJECT: CONTRACT TO RESURFACE THE JULIE BACKUS SMITH TRAIL AT
LAKE MAYER FOR PUBLIC WORKS AND PARK SERVICES OF CHATHAM COUNTY**

BIDDER: _____

DATE: _____

The undersigned has agreed to perform work in connection with the above project as:

_____ a sole proprietorship (individual) _____ a corporation
_____ a partnership _____ a joint venture

Detailed description of work items to be performed:

at the following price \$ _____.

Type or Print Name of M/WBE Sub-Contractor

By: _____

Title: _____

Printed Name: _____

The undersigned will enter into a written agreement with the above M/WBE Contractor for the work described upon award and execution of a contract with Chatham County.

Typed or Print Name of Firm

Signature: _____

Title: _____

Printed Name: _____

Date: _____

CHATHAM COUNTY, GEORGIA
SURETY REQUIREMENTS

A Bid Bond for five percent (5%) of the amount of the bid is required to be submitted with this bid.

A Performance Bond for one hundred percent (100%) of the bid will be required of the successful bidder.

The Bidder certifies that he/she has examined all documents contained in this bid package, and is familiar with all aspects of the proposal and understands fully all that is required of the successful bidder. The Bidder further certifies that his/her bid shall not be withdrawn for thirty (30) days from the date on which his bid is publicly opened and read.

The Bidder agrees, if awarded this bid, he/she will:

- A. Furnish, upon receipt of an authorized Chatham County Purchase Order, all items indicated thereon as specified in this bid proposal for the bid amount, or;
- B. Enter a contract with Chatham County to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this bid proposal for the bid amount, and;
- C. Furnish, if required, a Performance Bond, and acknowledges Chatham County's right to require a Performance Bond of a specific kind and origin, and;
- D. Forfeit the amount of the Bid Bond if he/she fails to enter a contract with Chatham County as stated in (B) above, within fifteen (15) days of the date on which he/she is awarded the bid, and/or;
- E. Forfeit the amount of the Performance Bond if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:
 - 1. The difference between his/her bid and the next lowest, responsible bid that has not expired or been withdrawn, or;
 - 2. The difference between his/her bid and the amount of the lowest, responsible bid received as a result of rebidding, including all costs related to rebidding.

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

I do _____, do not _____; propose to subcontract some of the work on this project. I propose subcontract work to the following subcontractors:

[illegible]

SIGNED: _____

CONTRACTOR

PROJECT	CONTRACT AMOUNT	% SUBCONTRACTED	% AMOUNT TO M.B.E.	COMMENTS
TOTALS				

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

Note: All of the following items must be submitted with your Bid to be considered "responsive".

1. ACKNOWLEDGEMENT OF ANY/ALL ADDENDUMS (PAGE 2 OF ITB).
2. ORIGINAL SURETY BOND (5% OF BID) ALONG WITH *SURETY REQUIREMENTS* SHEET FILLED OUT (Page 38 of ITB).
3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.
4. "LIST OF SUBCONTRACTORS" SHEET FILLED PUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.
5. "% TO MBE SUBCONTRACTORS/SUPPLIERS" SHEET COMPELETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO M/WBE SUBCONTRACTORS/SUPPLIERS.
6. SECTION 2.27 OF ITB (Page 14-15) REFERENCES: Read this section and submit the correct number of "References" (based on total dollar amount of the project)
Note: Supply ALL the information that is requested for each reference. NOTE: *Forms for Reference Information are attached to this Bid Package.*
7. COMPLETE AND SUBMIT ALL *ATTACHMENTS* TO THE ITB (Attachments A thru E).
8. SUBMIT A COPY OF YOUR *STATE OF GEORGIA GENERAL CONTRACTORS LICENSE*.

NAME/TITLE _____

COMPANY _____

ADDRESS _____

PHONE/FAX NO'S. _____

LEGAL NOTICE

CC NO. 164078

Sealed bids will be received until 2:00 P.M. Local Time on 22 April, 2010 and publicly opened in Chatham County Purchasing Department, 1117 EISENHOWER DRIVE, SUITE C, Savannah, GA. for: Bid No: 10-9-1-3 CONTRACT TO RESURFACE THE JULIE BACKUS SMITH TRAIL AT LAKE MAYER FOR PUBLIC WORKS AND PARK SERVICES OF CHATHAM COUNTY.

PRE-BID CONFERENCE: 10:00 A.M., 8 April, 2010 has been scheduled to be conducted at the CHATHAM COUNTY CITIZENS SERVICE CENTER, PURCHASING AND CONTRACTING DEPARTMENT, SUITE C, 1117 EISENHOWER DRIVE, SAVANNAH, GEORGIA, BIDDERS ARE ENCOURAGED TO ATTEND.

The Bid Package can be downloaded and printed from the Purchasing website at <http://purchasing.chathamcounty.org>

Bid Bond shall be required at the time of bid. (5% of total bid).
Payment and Performance Bonds (100% of bid) will be required for this project at the time of contract award.

For additional information concerning specifications, please contact Ms. Victoria D. Godlock, CPPB, Procurement Specialist, at (912) 790-1624. Bidders are not to contact a department directly.

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND OR ALL BIDS AND TO WAIVE ALL FORMALITIES."CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"


WILLIAM R. PARSON, CPPO, PURCHASING
AGENT

-Savannah News -INSERT: 11, 25 March; 1 April 2010

News only-
Please send two copies of affidavit to:
Chatham County Purchasing Department
P.O. Box 15180
Savannah, GA 31412
(912) 790-1627