#### INVITATION TO BID

#### PROPOSAL

#### BID NO. 11-0043-4

#### S.R. 307 / DEAN FOREST ROAD WIDENING FROM U.S. 17 TO I - 16

#### PREBID CONF: 2:00PM, JANUARY 11, 2012 MADATORY ATTENDANCE

#### **BID OPENING: 2:00PM, FEBRUARY 8, 2012**

#### THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

#### PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN J. STONECOMMISSIONER HARRIS ODELL JR.COMMISSIONER JAMES J. HOLMESCOMMISSIONER DAVID M. GELLATLYCOMMISSIONER PATRICK O. SHAYCOMMISSIONER DEAN KICKLIGHTERCOMMISSIONER PATRICK J. FARRELLCOMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

# 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 WITH ATTACHMENTS

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

X PROPOSAL

PLANS/DRAWINGS - Plans and specifications must be purchased at Clayton Digital Reprographics by logging into <u>www.cdrepro.com</u>. Login to DFS. New users must register. For technical support contact Roger Oliver at (912) 352-3880, fax (912) 352-3881 or email: cdrsouth@cdrepro.com. X BID SCHEDULE

PERFORMANCE BOND - UPON AWARD OF CONTRACT

PAYMENT BOND - UPON AWARD OF CONTRACT

- CONTRACT
- X LEGAL NOTICE

<u>X</u> ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR/SUBCONTRACTOR AFFIDAVIT & AGREEMENT; E. DEBARMENT CERTIFICATION; F. CAP AGREEMENT; G. M/WBE PARTICIPATION COMPLIANCE REPORT; H. *SAVE* AFFIDAVIT.

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

<u>COUNTY TAX CERTIFICATE REQUIREMENT</u> - Contractor must supply a copy of their Tax Certificate from their location in the State of Georgia, as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFIC	CATE NUMBER
CITY	
COUNTY	_
OTHER	_

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

African-American Asian American \_\_\_\_\_ Hispanic

Native American or Alaskan Indian Female

In the award of "Competitive Sealed Proposals", minority/woman participation may be one of several evaluation criteria used in the award process when specified as such in the Request for Proposal.

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:\_\_\_\_\_DATE

SIGNATURE

TITLE:

COMPANY:\_\_\_\_\_

# CHATHAM COUNTY, GEORGIA OFFICE OF THE PURCHASING AGENT POST OFFICE BOX 15180 SAVANNAH, GEORGIA 31416 (912) 790-1622

## Date: December 8, 2011

#### **BID NO. 11-0043-4**

#### GENERAL INFORMATION FOR INVITATION FOR BID/PROPOSAL

This is an invitation to submit a bid or proposal to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids or proposals will be received at the Office of the Purchasing Agent, at <u>The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, up to 2:00PM, FEBRUARY 8, 2012</u> at which time they will be opened and publicly read. The County reserves the right to reject <u>all</u> bids or proposals for any bid or proposal that is non-responsive or not responsible.

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 MANDATORY pre-bid conference has been scheduled to be conducted and held at <u>The Chatham County</u> <u>Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia</u>, at <u>2:00PM, JANUARY 11,</u> <u>2012</u> to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Your firm <u>must be represented at this conference to be allowed to submit a bid.</u>

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 <u>Chatham County Purchasing Ordinance and Procedures Manual</u>, Article VII - Disadvantaged Business Enterprises Program.

This project <u>is</u> Special Purpose Local Option Sales Tax (SPLOST) Project. See paragraph 2.22 for MBE/WBE participation goals.

# **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 <u>Code of Chatham County</u>, 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 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. Submitted in 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.
  - 1. Mailing Address: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.
  - 2. Hand Delivery: Purchasing Agent, Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.

# 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 prebid 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 **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.
- 1.9 **Responsible** / **Responsive Bidder:** *Responsible Bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive Bidder* means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
- 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 stature, 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.
- 1.12 **\*Local Preference:** On 27 March, 1998 the Board of Commissioners adopted a Local Vendor Preference Ordinance. This Ordinance does not apply to construction contracts. However, contractors are encouraged to apply the same method when awarding bids to local and local M/WBE businesses when ever possible in order to promote growth in Chatham County's economy. **NOTE:** Local Preference **does not apply to Public Works Construction contracts.**

1.13 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia 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 past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered. Also, any contractor or subcontractor that has pending litigation with the County will not be considered for contract award.

\*\* 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 your solicitation response being rejected as non-responsive.

Bidder acknowledges that in performing contract work for the Board, bidder shall not utilize any firms that have been a party to 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.

1.14 **Performance Evaluation:** On April 11, 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date.

Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Agent.

1.15 **Payment of Taxes**: 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.

# 1.16 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 one-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).

# See Checklist for Submitting Bid (page 27) for the type of license required for this project.

# **GENERAL CONDITIONS**

- 2.1 **Specifications:** 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, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **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 seven (7) days preceding the bid opening date.
- 2.3 Not Used.
- 2.4 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of <u>sixty (60)</u> days from bid opening date, unless otherwise stated in the bid.
- 2.5 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.6 **Quality:** All materials, or supplies used for the 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.

- 2.7 **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, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.
- 2.8 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.
- 2.9 **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.

- 2.10 **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.
- 2.11 **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 be submit a bid for the purpose or restricting competition.
- 2.12 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 that serves as the best value to Chatham County.
- 2.13 **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 <u>Chatham County</u> <u>Purchasing Procedures Manual</u>, Article IX Appeals and Remedies shall govern the review and resolution of all protests.
- 2.14 **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, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. 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 unresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.

2.15 Chatham County Tax Certificate Requirement: A current Chatham County Tax Certificate is required unless otherwise specified.

Please contact the Building Safety and Regulatory Services (912) 201-4300 for additional information.

- 2.16 Insurance Provisions, General: 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. It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.
  - 2.16.1 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).

**Chatham County as an Additional Insured:** Chatham County invokes the defense of sovereign immunity. In order not to jeopardize the use of this defense, the County <u>is not</u> to be included as an Additional Insured on insurance contracts.

- 2.16.2 **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.
  - 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.

- 2.16.3 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 mus 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.

# 2.16.4 Additional Coverage for Specific Procurement Projects:

a. **Professional Liability:** Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

Minimum Limits:	
Coverage Requirement:	

\$1 million per claim/occurrence If claims-made, retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional <u>must state</u> if tail coverage has been purchased and the duration of the coverage.

- b. Builder's Risk: (For Construction or Installation Contracts) Covers against insured perils while in the course of construction. <u>Minimum Limits:</u> All-Risk coverage equal 100% of contract value <u>Coverage Requirements:</u> Occupancy Clause - permits County to use the facility prior to issuance of Notice of Substantial Completion.
- 2.17 **Compliance with Specification Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidders proposal or bid and by reference are made a part hereof.
- 2.18 **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.
- 2.19 **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.
- 2.20 **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 delivery of the products or completion of the work as more fully described in the contract document.
  - c. Upon completion of the work or delivery of the products, the Contractor will provide the County or contractor 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.
  - 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.

# 2.21 County's Rights Concerning Award:

The County reserves the right, and sole and complete discretion to waive technicalities and informalities. The County further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the County will consider, but is not limited to consideration of, the following:

(a) Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;

(b) Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;

(c) Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;

(d) Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and

(e) Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations.

(f) Whether the bidder has made a **Good Faith Effort** to meet local participation goals as set forth herein in Paragraph 2.22.

2.22 The Chatham County Board of Commissioners has adopted an aggressive program that establishes goals for minority/female, small and disadvantaged business participation in construction, professional services, and general procurement.

- a. The Chatham County Board of Commissioners under Georgia law may reject any bid as non-responsive if they feel a bidder did not exercise **"Good Faith Effort"** in obtaining the goal established for M/WBE participation.
- b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and woman owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. 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 subcontractors must submit to the County Contracts Administrator, a report on Minority/Woman Business Enterprise participation.

# Goal established for this project is <u>30% MBE/ WBE combined</u>.

- c. A Minority/Woman Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/woman individuals (2) and whose daily business operations are managed and directed by one or more of the minority/woman owners.
- 2.23 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBEs. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are not completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered <u>nonresponsive</u>.

Each bidder or proposer is required to maintain records of such efforts in detail adequate to permit a determination of compliance with these requirements. All contracts will reflect **Good Faith Efforts** and reporting requirements for the term of the contract. The County particularly urges general contractors to give emphasis to subcontracting with local area firms. For all questions regarding M/WBE participation and Good Faith Effort only, contact : Arneja Riley, Chatham County M/WBE Coordinator, 124 Bull Street, Suite 310 Savannah, Ga. 31401. Ph 912-652-7860; fax 912-652-7849; e-mail alriely@chathamcounty.org or http://purchasing.chathamcounty.org

2.24 **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 and 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 subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

Responses to RFPs shall be held confidential from all parties other than the County until after the contract is awarded by the Board of Commissioners.

The vendor and their bid price in response to IFBs will be read allowed at public bid openings. After Bid Tabulations, the IFB shall be available for public viewing.

Chatham County shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the County, at any time during the solicitation evaluation process.

2.25 **GEORGIA TRADE SECRET ACT of 1990-** In the event 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.

2.26 **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 th three (3) years following completion. Again, this is contract specific to the County contracts only.

2.27 **EXCEPTIONS-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Georgia Open Records Act except as provided below:

- a. Cost estimates relating to a <u>proposed</u> procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to rebid the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Georgia Open Records Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
- 2.28 **DEBARRED OR SUSPENDED SUBCONTRACTORS:** CONTRACTOR shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <a href="https://www.epls.gov">https://www.epls.gov</a> or the State of Georgia, DOAS, State Purchasing Exclusion listing. Contractor shall immediately notify County in the event any subcontractor is added to either Federal or State listing after award of the subcontract.

# 2.29 CONE OF SILENCE:

Lobbying of Procurement Evaluation Committee members, County Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your proposal to be rejected.

# 2.30 OWNER'S RIGHT TO NEGOTIATE WITH THE LOWEST BIDDER:

In the event *all* responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.

2.31 **REFERENCES - \$500,000 or more:** On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of <u>\$500,000 or more</u>, for bidders to be responsive each must provide information on the most <u>recent five (5) projects with similar scope of work</u> 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) years, at least one (1) of the three (3) owner 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 ARE ATTACHED TO THE BACK OF THIS BID PACKAGE.

#### 2.32 CONSTRUCTION APPRENTICE PROGRAM HIRING:

Chatham County has established a Construction Apprentice Program (CAP) to train area residents in the building trades. Successful Contractor shall be required to make a good faith effort to utilize labor from the CAP Program on this project when feasible. A Good Faith Effort will be demonstrated by documentation of inquiry into CAP labor available and resulting hiring of CAP labor or providing reasons for Contractor not utilizing any CAP labor. Form demonstrating Good Faith Effort is enclosed as Attachment F. Contractor shall complete the form and return with their first pay request. All questions regarding CAP student hiring should be directed to Construction Program Manager, Tara Sinclair at (912) 604-9574.

# 2.33 SECURITY AND IMMIGRATION COMPLIANCE ACT AND SYSTEMATIC ALIEN

**VERIFICATION FOR ENTITLEMENTS (SAVE):**On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. <u>E- Verify is a no-cost federal employment verification system to insure employment eligibility.</u> Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <u>http://www.dol.state.ga.us/spotlight/employment/rules.</u>You may go to <u>http://www.uscis.gov.</u>, to find the E-Verify information.

O.C.G.A. § 50-36-1, requires Georgia's counties to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the County are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for Chatham County Benefit Application prior to receiving any County contract. The affidavit is included as part of this bid package(Attachment H) but is only required of the successful bidder.

# **ADDITIONAL CONDITIONS**

3.1 **Firm Fixed Price:** Contractor shall provide a firm fixed price which will be valid for acceptance within 90 days of receipt of bid

3.2. **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.

3.2.1. **FORCE ACCOUNT:** When no agreement is reached for additional work to be done at Lump Sum or Unit Prices, then such additional work shall be done based on the following Cost-Plus-Percentage basis of payment. The Georgia Department of Transportation specifications for the use of a force account will not be used.

a. For work performed by the prime contractor/general contractor, the contractor shall be reimbursed for actual cost incurred in doing the work, and an additional payment of 15% to cover overhead and profit.

b. For work performed by a sub-contractor, the sub-contractor shall be reimbursed for actual cost incurred in doing the work, and an additional payment of 10% to cover overhead and profit. The contractor shall be allowed an overhead and profit mark-up not to exceed 7% on the subcontractor's price. The County shall not recognize subcontractors of subcontractors.

- c. The term "Actual Cost" shall include the cost of material and labor as follows:
  - i. Material cost Direct cost of material, sales tax, freight and equipment rental.

ii. Labor cost - Man hour cost listed separately by trade, payroll costs including workman's compensation, social security, pension and retirement.

d. The term "Overhead and Profit" shall include bonds (Payment & Performance, Roof & Wall), insurance (Liability, Builders Risk), permits, supervision costs (cost of subcontractor to supervise own work, cost of contractor to supervise work of sub-contractor), proposal preparation and all administrative costs.

3.2.2. <u>LIQUIDATED DAMAGES</u>: Failure to complete the work within the duration plus any extension authorized in writing by the County Engineer shall entitle the County to deduct as "Liquidated Damages" from the monies due the Contractor the amount of **\$750** for each calendar day in excess of the authorized construction time.

# 3.3 SURETY REQUIREMENTS and Bonds: (Check where applicable)

- X 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.
- X 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.
- X 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.

- X D. Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or surities for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
- X E. Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount, and;
- 3.4 **Warranty Requirements:** (Check where applicable):
  - a. Provisions of item 2.12 apply.
  - b. Warranty required.

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- 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.
- 3.5 **Terms of Contract:** (check where applicable):
  - a. Annual Contract
    - 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		
	SIGN	NATURE
	TIT	ĽE
	COM	MPANY

Phone / Fax No's.

## SPECIAL CONDITIONS

# PROJECT: SR 307/ DEAN FOREST ROAD WIDENING FROM U.S. 17 TO I-16

#### 1. **DESCRIPTION OF WORK:**

The work will consist of furnishing all materials, labor and equipment for:

The widening of 2.4 miles of State Route 307/ Dean Forest Road from U.S. 17 to I-16 including widening and reconstruction of the existing two lanes to a four lane divided highway with a rural section on the southern portion of the project and an urban section on the northern portion. The project also includes installation and upgrades of traffic signals as well as removal of the old bridge on Silk Hope Road over the Hardin Canal.

A location map, typical sections, construction plan and other details for the project are provided elsewhere in the contract documents.

All work under this contract shall be done in accordance with the Georgia Department of Transportation (GDOT) Standard Specifications, latest edition and all Supplemental Specifications except section 109.11.A, Fuel Price Adjustment shall not apply. All work shall be in accordance with the following Shelf Special Provisions which are available on the GDOT website at <a href="https://www.dot.ga.gov/DoingBusiness/TheSource">www.dot.ga.gov/DoingBusiness/TheSource</a> : 149 Construction Layout, 150 Traffic Control, 161 Control of Soil Erosion and Sedimentation, 163 Miscellaneous Erosion Control Items, 165 Maintenance of Temporary Erosion and Sedimentation Control Devices, 167 Water Quality Monitoring, 171 Silt Fence, 400 Hot Mix Asphaltic Concrete Construction (On-system), 402 Hot Mix Recycled Asphaltic Concrete -

On System, 446 Placement of Pavement Reinforcing Fabric, 550 Storm Drain Pipe (includes contractor inspection of pipe) ,647 Traffic Signal Installation, 700 Grassing, 713 Organic and Synthetic Material Fiber Blanket, 815 Graded Aggregate, 894 Fencing, 913 Reflectorizing Materials and 925 Traffic Signal Equipment. The following attached Special Provisions shall also apply: Protection of Utility Interests, 153 Field Engineers Office, 208 Embankment, 209 Subgrade Construction, 660 Sanitary Sewers, 881 Fabrics, Prompt Payment and details for benching, fabric and surcharge.

Contract administration will be performed by Chatham County and inspection will be performed by GDOT personnel. Testing will be performed by GDOT (including pavement smoothness). The owner for this project is Chatham County, under permit by GDOT. All work must be accepted by GDOT prior to final acceptance by the County. Inspection and acceptance of the sanitary sewer force main items will be performed by the City of Savannah.

The prime contractor shall be prequalified by GDOT at the time of bid opening. All subcontractors must be GDOT qualified/ registered prior to performing any work on the project.

All materials used in the process of completion of the work included in the contract will be furnished from GDOT certified suppliers only as per the GDOT Qualified Products List available on the website www.dot.ga.gov/doingbusiness/Materials/qpl/Pages/default.aspx.

It is the responsibility of the bidder to carefully examine and fully understand the construction contract, typical section and other documents hereto attached and make a personal examination of the site of the proposed work, and has satisfied him or herself as to the actual conditions and requirements of the work.

The bidder further agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the contract documents but which are incidental to the scope, intent, and completion of the contract, shall be deemed to have been included in the prices bid for the various items scheduled.

<u>COMMENCEMENT AND COMPLETION</u>: The Contractor shall agree to commence work under this contract within ten (10) working days after the Notice to Proceed is issued, and complete all work within <u>600</u> calendar days after the 10-day period. The Contractor shall work continuously on the project after the Notice to Proceed is issued.

The Contractor shall limit the road closure of State Route 307/ Dean Forest Road to a one time only maximum of <u>14</u> calendar days during such time that public schools are not in session. The road closure shall be limited to the area between stations 80+00 and 140+00 and must allow access to homes and businesses. Through access for emergency vehicles must be maintained at all times. A detour plan must be approved by the Georgia Department of Transportation and Chatham County before closing the road.

- 3. <u>MAINTENANCE</u>: Once the Notice to Proceed is issued, the Contractor is held responsible for all maintenance within the limits of the project without exception until final acceptance by the County.
- 4. <u>LIQUIDATED DAMAGES</u>: Failure to complete all work within the <u>600</u> calendar days plus any extension authorized in writing by the County Engineer shall entitle the County to deduct as "Liquidated Damages" from the monies due the Contractor the amount of \$750 for each calendar day in excess of the authorized construction time. Failure to re-open SR 307 by the15th calendar day shall entitle the County to deduct as "Liquidated Damages" from the monies due the Contractor the amount of \$500 for each day in excess of the time allowed. The GDOT schedule for liquidated damages will not be used.
- 5. **CONSTRUCTION SCHEDULE:** The Contractor shall provide a detailed Progress Schedule showing the critical path for project completion which must be approved prior to commencement of work on the project.
- 6. **PAYMENT:** Quantities are approximate and payment shall be made for actual measurements of work in place as per the plans. Any quantities exceeding the contract amount must be approved in writing by the County Engineer prior to the work being performed. Payment will not be made for additional quantities without prior, written approval.
- 7. <u>**PRE-CONSTRUCTION CONFERENCE:**</u> The Contractor shall attend a pre-construction conference prior to commencing any work.
- 8. **<u>GRADED AGGREGATE BASE:</u>** The graded aggregate base will be granite only.
- 9. **INCIDENTAL ITEMS OF CONSTRUCTION:** The cost associated with any incidental items of construction in which no specific pay items are set up for shall be included in the overall cost of the project.

10. <u>FORCE ACCOUNT</u>: When no agreement is reached for additional work to be done at Lump Sum or Unit Prices, then such additional work shall be done based on Force Account Cost-Plus-Percentage basis of payment in Section II-4 of this bid package. The Georgia Department of Transportation specifications for the use of a force account will not be used.

a. For work performed by the prime contractor/general contractor, the contractor shall be reimbursed for actual cost incurred in doing the work, and an additional payment of 15% to cover overhead and profit.

b. For work performed by a sub-contractor, the sub-contractor shall be reimbursed for actual cost incurred in doing the work, and an additional payment of 10% to cover overhead and profit. The contractor shall be allowed an overhead and profit mark-up not to exceed 7% on the subcontractor's price. The County shall not recognize subcontractors of subcontractors.

- c. The term "Actual Cost" shall include the cost of material and labor as follows:
- I. Material cost Direct cost of material, sales tax, freight and equipment rental.

ii. Labor cost - Man hour cost listed separately by trade, payroll costs including workman's compensation, social security, pension and retirement.

d. The term "Overhead and Profit" shall include bonds (Payment & Performance, Roof & Wall), insurance (Liability, Builders Risk), permits, supervision costs (cost of subcontractor to supervise own work, cost of contractor to supervise work of sub-contractor), proposal preparation and all administrative costs.

- 11. **TREE PROTECTION:** The contractor shall install bright orange polyethylene barrier fence, or an approved alternate, around the tree protection zone for individual trees shown on the plans to be protected. A radius of one foot for every one inch in diameter at breast height (d.b.h.) shall be considered the tree protection zone for an individual tree. The barrier fence shall be installed before clearing and grubbing or any grading operations begin and shall be maintained until the area has been brought to final grade and permanently stabilized. Caution shall be taken during the clearing operation to avoid felling trees into the tree protection zones. No material storage, earth storage, gas fueling, concrete washout, dumping or construction traffic is allowed within the tree protection zones.
- 12. **PRECONSTRUCTION INSPECTION:** A preconstruction DVD video or CD of photographs is required and must be submitted to Chatham County Department of Engineering for approval prior to the start of work. Documentation shall include the existing conditions of the roadway and signs. Special emphasis shall be given to record the existing conditions of any and all driveways, buildings, bridges, utilities or other improvements located within 50 feet of the project limits.
- 13. <u>**RIGHT OF WAY PROVISIONS:**</u> Parcel 38: No grading shall occur on the acquired right of way between approximately 136+50 to 138+50 Right until the property owner completes a sewer line tie-in to the Garden City system.

Parcel 53: Contractor to coordinate removal and construction of driveway at station 131+94 Left with the property owner. Contractor to remove the existing sign for McElroy Metal Service at Station 130+98 Right.

Parcel 33: Contractor to remove the sign, landscaping and concrete island in driveway at Station 127+80 Left.

Parcel 28: Contractor to remove the sign foundation at Station 112+10 Right.

- 14. **EXISTING SILT FENCE:** The existing silt fence from station 90+00 to 98+00 Left shall be removed and replaced as needed after the surcharge is removed. Removal of the silt fence at that location as well as the silt fence between station 108+00 and 124+00 Left will be paid at 25% of the contract price for type A or type C silt fence as appropriate.
- 15. <u>WATER LINE</u>: Garden City will install a protective concrete cover over the water line at station 155+95 Right after storm drain pipe is installed below the water line. Contractor to coordinate this work with Charles Draeger, Garden City Water Operations Director at (912) 966-7790.
- 16. **WORK HOURS:** Contractor work hours shall be restricted to the daylight hours on weekdays unless specifically approved otherwise. All lane closures must have prior approval. No lane closures will be allowed between Southbridge Boulevard and I-16 before 8:30 am or after 4:30 pm.
- 17. **BRIDGE REMOVAL:** The end bents shall be left in place. None of the material is to be salvaged for the Department. All materials will be removed from the project and transported to a site approved by the Engineer.
- 18. **<u>BITUMINOUS TACK</u>**: Only Asphalt Cement, performance grade PG 58-22, PG 64-22 or PG 67-22 will be allowed. Emulsified asphalt shall not be used.
- 19. ENVIRONMENTAL PERMIT: All work between station 50+20 to 65+30 and in wetland buffers; station 65+30 to 84+25 Left., station 88+25 to 89+75 Left and Right, station 90+00 to 98+25 Right and station 98+25 to 99+40 Left and Right, is contingent upon approval of the Corp of Engineers permit request for wetland impacts. If the permit is approved within the first nine months after notice to proceed (NTP), the time between NTP and permit approval, up to 180 days, will be added to contract time to complete the work. An alternate pay item is included in the bid sheet for additional mobilization and overhead as required for additional contract time. If after nine months the permit is not obtained, improvements from station 50+00 to 65+50 and in buffer areas will be eliminated. An alternate pay item is set up for reduction of the grading complete item to remove earthwork from station 50+00 to 65+00.
- 20. <u>CANAL ACCESS ROAD PROJECT</u>: The County has a project to build maintenance access roads along the branches of the Hardin Canal which intersect the project at Station 89+50 and 98+50. The project boundaries overlap at these locations (including construction of access roads shown in insets A, B and E on plan sheet PP2.2). Work schedules may also overlap. The Contractor is expected to coordinate work with the County's Contractor for the Canal project. Work that overlaps may be deleted from this contract.
- 21. <u>**TEMPORARY INLETS AND TOPS:**</u> Pay items have been set up for temporary inlets and temporary inlet tops to be used as required for staged construction. These items may not be specifically shown in the plans. Inlets and tops may be of various sizes to match field conditions and shall meet GDOT standards. Inlet tops include connection to the proposed drainage structure, class A concrete, reinforcement steel, frame and grate. Payment will be full compensation for all materials, installation and removal.

- 22. **BORROW MATERIAL:** Borrow material shall be obtained from a County owned source located off US 17 approximately seven miles south of the project limits until the pit (approximately 20,000 CY) is exhausted. The price for the borrow is \$40 per loaded tandem dump truck.
- 23. **<u>PIPE INSTALLATION:</u>** Crossdrain pipes to be installed between station 50+00 and 65+00 should be installed as per the detail on plan sheet TY1.5 with the fabric below the foundation backfill material. The fabric shall be of the same fabric and shall be sewn together with the embankment stabilization fabric. The concrete pipe should not be installed prior to the settlement of the surcharge. Any corrective work required due to settlement of the pipe will be at the contractors expense.
- 24. <u>EMBANKMENT STABILIZATION FABRIC:</u> A minimum of two feet of Class IIB2 or better soil must be placed between the embankment stabilization fabric and subgrade. In some areas, including station 56+00 to 59+00, undercut of the existing soil may be required to obtain the required depth. The cost for this work shall be included in the bid price for grading complete.

#### **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. ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (Page 3 of ITB)
- 2. ORIGINAL SURETY BOND (5% OF BID) ALONG WITH *SURETY REQUIREMENTS* SHEET FILLED OUT (page 23 of ITB)

**3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.** 

4. "LIST OF SUBCONTRACTORS" SHEET FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.

5. "% TO MBE SUBCONTRACTORS/SUPPLIERS" (ON ATTACHMENT G) SHOWING % OF PROJECT THAT IS PROJECTED TO GO TO M/WBE SUBCONTRACTORS / SUPPLIERS <u>MUST BE</u> COMPLETELY FILLED OUT.

6. SECTION 2.28 OF ITB (page 16) REFERENCES: Read this section and submit the correct number of "References" (based on total dollar amount of project) Note: Supply <u>ALL</u> the information that is requested for each Reference. NOTE: *Forms for Reference Information are attached to this Bid Package*.

7. COMPLETE AND SUBMIT <u>ALL ATTACHMENTS</u> TO THE ITB (Attachments A thru H).

8. SUBMIT A COPY OF YOUR or your Utilities Subcontractor's *STATE OF GEORGIA <u>UTILITY</u> <u>CONTRACTORS LICENSE</u>* 

NAME / TITLE

COMPANY

ADDRESS

PHONE / FAX NO'S.

#### CHATHAM COUNTY, GEORGIA

#### SURETY REQUIREMENTS

A Bid Bond for five percent (5%) of the amount of the bid is required to be submitted with each 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 as liquidated damages 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 as liquidated damages 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

## PROPOSAL

#### SPECIFICATIONS FOR:

#### S.R. 307 / DEAN FOREST ROAD WIDENING FROM U.S. 17 TO I - 16

#### BID NO. 11-0043-4

This project is the widening of 2.4 miles of State Route 307/ Dean Forest Road from U.S. 17 to I-16 including widening and reconstruction of the existing two lanes to a four lane divided highway with a rural section on the southern portion of the project and an urban section on the northern portion. The project also includes installation and upgrades of traffic signals as well as removal of the old bridge on Silk Hope Road over the Hardin Canal.

All work under this contract shall be done in accordance with the Georgia Department of Transportation (GDOT) Standard Specifications, latest edition and all Supplemental Specifications except section 109.11.A, Fuel Price Adjustment shall not apply.

The prime contractor shall be **prequalified by GDOT** at the time of bid opening. <u>All subcontractors must</u> <u>be GDOT qualified</u>/ registered prior to performing any work on the project.

All materials used in the process of completion of the work included in the contract will be furnished from GDOT certified suppliers only as per the GDOT Qualified Products List available on the website www.dot.ga.gov/doingbusiness/Materials/qpl/Pages/default.aspx.

Note: This shall be a unit price contract. Quantities are approximate and payment shall be for actual in-place work measurements.

#### **COMMENCEMENT AND COMPLETION:**

# WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN <u>600</u> CALENDAR DAYS AFTER THE TEN DAY PERIOD.

# BID SCHEDULE SR 307/ Dean Forest Road Widening US 17 to I-16

ITEM CODE	ITEM DESCRIPTION	Unit	Quantity	Unit Price	Total
150-1000	TRAFFIC CONTROL	LS	1		
153-1300	FIELD ENGINEERS OFFICE, TP 3	EA	1		
163-0232	TEMPORARY GRASSING	AC	27		
163-0240	MULCH	ΤN	80		
163-0300	CONSTRUCT AND REMOVE CONSTRUCTION EXIT	EA	6		
163-0520	CONSTRUCT AND REMOVE TEMPORARY PIPE SLOPE DRAIN	LF	800		
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TP C	LF	2500		
163-0529	CONSTRUCT AND REMOVE BALED STRAW CHECK DAM	LF	500		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	200		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	10300		
165-0020	MAINTENANCE OF TEMPORARY SILT FENCE, TP B	LF	1500		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	13200		
165-0041	MAINTENANCE OF CHECK DAMS- ALL TYPES	LF	2250		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	3		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	150		
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	6		
167-1500	WATER QUALITY INSPECTIONS	MO	20		
170-1000	FLOATING SILT RENTENTION BARRIER	LF	140		
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	13800		
171-0020	TEMPORARY SILT FENCE, TYPE B	LF	2000		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	17600		
207-0203	FOUNDATION BACKFILL MATERIAL, TYP II	CY	1400		
210-0100	GRADING COMPLETE	LS	1		
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	SY	2000		
310-5100	GR AGGR BASE CRS, 10 INCH, INCL MATL	SY	64000		
318-3000	AGGREGATE SURFACE COURSE	TN	1200		
402-1812	RECYCLED ASPH CONC LEVELING INCL. BITUM MATL & H LIME	TN	9000		
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL. BITUM MATL & H LIME	TN	15500		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL. BITUM MATL & H LIME	TN	8000		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL. BITUM MATL & H LIME	ΤN	7960		
413-1000	BITUM TACK COAT	GL	17700		
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	2060		
436-1000	ASPHALT CONCRETE CURB	LF	1560		
441-0016	DRIVEWAY CONCRETE, 6 IN	SY	420		
441-0018	DRIVEWAY CONCRETE, 8 IN	SY	70		

441-0104	CONC SIDEWALK, 4 IN	SY	5500	
441-0104	CONC SPILLWAY, TP 2	EA		
441-0302	CONC SPILLWAY, TP 3	EA	2	
441-0303	CONC SPILLWAY, TP 4		3	
441-0740	CONC MEDIAN, 4 IN	SY EA		
441-0748	CONC MEDIAN, 4 IN	SY	3100 40	
441-4020	VALLEY GUTTER, 6 IN	SY	500	
441-4030	VALLEY GUTTER, 8 IN	SY	200	
441-6002	CONC CURB & GUTTER, 6" X 18", TP 2	LF	60	
441-6022	CONC CURB & GUTTER, 6" X 30", TP 2		13400	
441-6720	CONC CURB & GUTTER, 6" X 30", TP 7		23500	
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18" WIDTH		5940	
455-1000	FILTER FABRIC FOR EMBANKMENT STABILATION	SY	10800	
456-2015	INDENTION RUMBLE STRIPS-GROUND IN PLACE (SKIP)	GLM	2.5	
500-3200	CLASS B CONCRETE	CY	2.5	
500-3800	CLASS A CONCRETE, INCLUDING REINFORCING STEEL		8	
500-9999	CLASS B CONCRETE, BASE OR PVMT WIDENING	CY	250	
540-1101	REMOVAL OF EXISTING BRIDGE - STA NO. 57+00 LT	LS	1	
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10		4600	
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10		1020	
550-1300	STORM DRAIN PIPE, 30 IN, H 1-10		950	
550-1360	STORM DRAIN PIPE, 36 IN, H 1-10		1100	
550-1361	STORM DRAIN PIPE, 36 IN, H 10-15		530	
550-1421	STORM DRAIN PIPE, 42 IN, H 10-15		270	
550-1481	STORM DRAIN PIPE, 48 IN, H 10-15		780	
550-1540	STORM DRAIN PIPE, 54 IN, H 1-10		750	
550-1541	STORM DRAIN PIPE, 54 IN, H 10-15	LF	150	
550-3318	SAFETY END SECTION, 18", STORM DRAIN	EA	1	
550-3336	SAFETY END SECTION, 36", STORM DRAIN	EA	1	
550-4218	FLARED END SECTION, 18" STORM DRAIN	EA	16	
550-4224	FLARED END SECTION, 24" STORM DRAIN	EA	2	
550-4236	FLARED END SECTION, 36" STORM DRAIN	EA	1	
573-2006	UNDERDRAIN PIPE INCL DRAINAGE AGGR, 6 IN	LF	100	
600-0001	FLOWABLE FILL	CY	10	
603-2180	STONE DUMPED RIP RAP, TP 3, 12 IN	SY	570	· · · ·
603-2181	STONE DUMPED RIP RAP, TP 3, 18 IN	SY	30	
603-2182	STONE DUMPED RIP RAP, TP 3, 24 IN	SY	40	
603-7000	PLASTIC FILTER FABRIC	SY	640	
611-1065	RELAY STORM DRAIN PIPE, 18 OR 24 IN	LF	56	
611-1066	REMOVE AND RESET STORM DRAIN PIPE, 30 IN	LF	56	
611-1090	RELAY FLARED END SECTION, 18 OR 24 IN	EA	4	
611-4003	CONVERT EXISTING CATCH BASIN TO MANHOLE	EA	1	
611-8050	ADJUST MANHOLE TO GRADE	EA	1	
615-1200	DIRECTIONAL BORE, 5 in	LF	330	
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TP 3	EA	2	
634-1200	RIGHT OF WAY MARKERS	EA	110	
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING TP 3	SF	320	

636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING TP 9	SF	650		
636-1041	HIGHWAY SIGNS, TP 2, REFL SHEETING TP 9	SF	80		
636-2070	GALV STEEL POSTS, TP 7	LF	1540		
636-2090	GALV STEEL POSTS, TP 9	LF	220		
639-5000	PRESTRESSED CONC STRAIN POLE, TP IV	EA	3		
039-3000	PRESTRESSED CONC STRAIN FOLE, TP IV		3		
639-5001	ARM	EA	2		
641-1100	GUARDRAIL, TYPE T	LF	1500		
641-1200	GUARDRAIL, TYPE W	LF	5000		
641-5001	GUARDRAIL ANCHORAGE, TYPE 1	EA	9		
641-5012	GUARDRAIL ANCHORAGE, TYPE 12	EA	11		
643-8040	GATE, WOVEN WIRE, 12 FT	EA	1		
643-8200	BARRIER FENCE (ORANGE), 4 FT		500		
647-1000	TRAFFIC SIGNAL INSTALLATION NO -1, US 17	LS	500		
647-1000	TRAFFIC SIGNAL INSTALLATION NO -2, SOUTHBRIDGE BLVI		1		
		LS			
647-1002	TRAFFIC SIGNAL INSTALLATION NO -3, I-16 E/B RAMPS	LS	1		
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	1		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	42		
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	1		
653-0150	THERMOPLASTIC PVMT MARKING, ARROW, TP 5	EA	2		
653-0170	THERMOPLASTIC PVMT MARKING, ARROW, TP 7	EA	15		
653-0220	THERMOPLASTIC PVMT MARKING, WORD, TP 2	EA	1		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	480		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	4890		
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	6.40		
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	4.90		
653-4501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLM	5.30		
653-6004	THERMOPLASTIC TRAFFIC STRIPING, WHITE	SY	980		
653-6006	THERMOPLASTIC TRAFFIC STRIPING, YELLOW	SY	630		
654-1001	RAISED PVMT MARKER, TP 1	EA	30		
654-1003	RAISED PVMT MARKER, TP 3	EA	660		
654-1010	RAISED PVMT MARKER, TP 10	EA	25		
656-5000	REMOVE EXISTING PAVEMENT MARKINGS	LS	1		
660-9000	SAN SEWER PIPE, 6 IN, PVC INCL BED MATL	LF	1200		
	2 IN AIR/VACUUM RELEASE VALVE ASSEMBLY AND				
660-9001	MANHOLE	EA	3		
	CONN TO EXIST 6 IN FORCE MAIN INCL DIRJ BEND &				
660-9002	JOINT RESTRAINTS	EA	2		
	CUT & PLUG EXIST 6 IN FORCE MAIN INCL 6 IN DIRJ CAP &				
660-9003	JOINT RESTRAINTS	EA	2		
668-1100	CATCH BASINS, GP 1	EA	65	· · · · · · · · · · · · · · · · · · ·	
668-1110	CATCH BASINS, GP1, ADDITIONAL DEPTH	LF	100		
668-1200	CATCH BASINS, GP 2	EA	12		
668-1210	CATCH BASINS, GP2, ADDITIONAL DEPTH	LF	65		
668-2100	DROP INLET, GP 1	EA	2		
668-4300	STORM MANHOLE, TP 1	EA	6		
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	20		
668-4312	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	LF	10		

668-4400	STORM SEWER MANHOLE, TP 2	EA	1	
668-4411	STORM SEWER MANHOLE, TP 2, ADDL DEPTH, CL 1	LF	10	
668-7018	DRAIN INLET, 18 "	EA	30	
668-9005	TEMPORARY INLET	EA	5	
668-9010	TEMPORARY INLET TOP, TRAFFIC RATED, WITH GRATE	EA	10	
668-8011	SAFETY GRATE, TP 1	SF	20	
682-6233	CONDUIT 2" NON-METAL, TP 3, 2 IN	LF	450	
700-6910	PERMANENT GRASSING	AC	27	
700-7000	AGRICULTURAL LIME	TN	27	
700-7010	LIQUID LIME	GL	68	
700-8000	FERTILIZER MIXED GRADE	TN	20	
700-8100	FERTILIZER NITROGEN CONTENT	LB	1350	
716-2000	EROSION CONTROL MATS, SLOPES	SY	8900	
			тс	DTAL

	ALTERNATE PAY ITEM			
	EXTRA WORK - ADDITIONAL MOBILIZATION AND			
004-0049	OVERHEAD	МО	6	
	REDUCTION IN PAY FOR - EARTHWORK STA. 50+00 TO			
002-0008	65+00	LS	1	

# NAME / TITLE

COMPANY

# ADDRESS

PHONE / FAX NO'S.

# LIST OF SUBCONTRACTORS

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

 10 10 10 10 10 10 10 10 10 10 10 10 10 1

SIGNED:

1

CONTRACTOR

Office of Utilities

October 4, 2010

# EXHIBIT B

# DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

#### SPECIAL PROVISION

#### PROJECT No.: No GDOT Project Number Project Description: Widening of SR 307/ Dean Forest Rd by Chatham County

#### PROTECTION OF UTILITY INTERESTS

#### GEORGIA POWER COMPANY

Georgia Power Company is the owner and operator (also herein after referred to as Facility Owner) of electrical transmission facilities crossing over the project along State Route 307 in Chatham County, Georgia.

All reference to liability, indemnification, insurance, etc. in this special provision shall apply only to those electrical transmission facilities located in the required right-of-way areas of State Route 307/ Dean Forest Road from station 105+70 (left) to station 160+40 (left) and from station 160+40 (right) to station 170+90 (right), these areas having been acquired by the County on behalf of the Department.

The County hereby notifies the contractor to fully inform his employees, agents or subcontractors of the Official Code of Georgia annotated section 46-3-32 et seq. (safeguards against contact with high voltage lines) and the rules and regulations of the State of Georgia section 300-3-7.01 et seq. (high voltage act). The contractor, his employees, agents and subcontractors shall at all times observe and comply with said act and regulations.

The contractor shall and does hereby agree to indemnify, save harmless and defend The Facility Owner from the payment of any sum of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by the contractor, his employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and of defense.

The contractor hereby waives and relinquishes any right of subrogation it might have against the Facility Owner under the provisions of the Workmen's Compensation Act of Georgia or of any other State on account of any injury to its employees or sub-contractor caused in whole or in part by The Facility Owner's transmission facilities. The contractor further agrees that it will require its workmen's compensation insurer, if any, to likewise waive and relinquish such subrogation rights.

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#### I. <u>Insurance</u>

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specification, the contractor will be required to furnish and maintain policies of insurance covering:
  - (1) The legal liability of the contractor, and his sub-contractors under the Georgia Workmen's Compensation Act for claims for personal injuries and death to employees engaged in the work.
  - (2) The legal liability (including contractual) of the contractor, and his sub-contractors who may be engaged in the work, for claims of damages for personal injuries or for death resulting therefrom arising out of the work to be performed under this contract by the contractor, or his sub-contractors, to persons other than employees of the contractor or sub-contractors engaged in the work included in this contract in an amount not less than:

\$500,000 for any one person \$1,000,000 for any one accident

(3) The legal liability (including contractual) of the contractor, and his sub-contractors who may be engaged in this work, to pay claims for damages to property belonging to others than such contractor, or his sub-contractors, in the amount not less than:

\$1,000,000 for any one accident

- B. All of the aforementioned insurance shall be placed with an insurance company which is licensed to do business in the State of Georgia and shall be endorsed to cover the liability assumed by the contractor under the provisions of this contract.
  - (1) It is understood, however, that the provisions requiring the contractor to carry said insurance shall not be construed as in any manner waiving or restricting the liability of the contractor pursuant to the terms hereof which may not be insured under said insurance policies above required.
  - (2) As evidence of this insurance, and prior to the beginning of any work in connection with this contract, the contractor shall submit to the both the County and the Department of Transportation, State of Georgia, and the Facility Owner a certificate providing the above coverage and which certifies that the said policies have been properly endorsed to meet the above requirements.
- C. If any part of the work is sublet, similar insurance and evidence thereof, in the same amounts as required of the prime contractor, shall be provided by or in behalf of the sub-contractor to

......Page 2 of 4

#### Office of Utilities

cover his operations, endorsements to the prime contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

D. All insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed as evidenced by the formal acceptance by the State. Insuring companies may cancel insurance by permission of the State, The Facility Owner, or on thirty (30) days written notice to the County and The Facility Owner as follows:

#### Notice to:

Planning and Administration General Manager
Georgia Power Company
Bin 20032
241 Ralph McGill Boulevard, N.E.
Atlanta, Georgia 30308-3374

#### Copy notice to:

State Utilities Engineer Georgia Department of Transportation One Georgia Center 600 West Peachtree Street, 10<sup>th</sup> Floor Atlanta, Georgia 30308

Copy notice to: Chatham County Engineering Department 124 Bull Street, Room 430 Savannah, Georgia 31401

#### II. Failure to comply

In the event of cancellation or lapse of insurance policy:

The Facility Owner may require that the contractor vacate the aforementioned Facility Owner's right-of-way or easement area.

The highway engineer may withhold all monies due the contractor on monthly statements.

Any such orders shall remain in effect until the contractor has remedied the situation to the satisfaction of the Facility Owner's representative and the highway engineer.

III. Payment for cost of compliance:

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No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in prices bid for other items of the work.

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#### DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

First Use 2001 Specifications: November 01, 2002 Revised: November 19, 2006

## SPECIAL PROVISION

#### PROMPT PAYMENT:

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later then 10 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld intil corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

## SPECIAL PROVISION

## Section 153 - Field Engineer's Office

#### Revise Subsection 153,3.04 Fabrication:

Revise the wording on the project office sign to read "Chatham County" rather than the "Georgia Department of Transportation" and remove the 24 hour emergency contact phone number.

#### Delete Subsection 153.3.05 B.7 and substitute the following:

7. Worktable: Provide a minimum of three standard dimension desks. They shall be provided with a minimum of 1 1/8" wood grain laminated tops with 23" deep files and heavy- duty steel ball bearing drawers and locking center drawer. Provide one 5' x 3' adjustable from 0 to 45 degree and 38" high drafting table and one 6' by 2.5' table.

#### Delete Subsection 153.3.05 B.8 and substitute the following:

8. Stools: Provide one stool for the drafting table and a minimum of five fully braced stackable chairs. Provide a minimum of four desk chairs of which at least two shall be swivel chairs with arms, foam cushions and upholstered seats adjustable from  $16 \frac{1}{2}$ " to 20" high.

Retain Subsection 153.3.05 B.11 and add the following: Process and pay the monthly bill for all utility services.

Delete Subsection 153.3.05 B.12 and substitute the following: 12. Electric Service: Provide 120/240 volt electric service that meets code.

#### Delete Subsection 153.3.05 B.15 and substitute the following:

15. Telephone: Provide three telephone lines, one voice line with phone and answering machine, one for the fax mode of the printer and one line for the computer. Install and and maintain these lines for the life of the project. Provide telephone access to the Local Area Telephone Service (LATS) only for outgoing, credit card, collect and toll free calls. Ensure that the telephone can receive incoming non-collect long distance calls.

#### Delete Subsection 153.3.05 C.7 and substitute the following:

Provide a minimum of 500 ft of 6 ft. high chain link fence with an extension arm and barbed wire as specified in Section 643. Equip the fence with matching gates meeting the requirements of Section 643 and consisting of a double 7 ft by 6 ft and a single 4 ft by 6 ft gate. Include a positive- type locking device, padlock and a minimum of two keys for each gate. Ensure the fence encompasses the entire compound.

#### Delete Subsection 153.3.05 C.8 and substitute the following:

8. Security Light - Provide two 150-watt high pressure sodium security lights with photoelectric controls.

#### Delete Subsection 153.05 C.9 and substitute the following:

9. Copy Machine - The Contractor shall furnish the field office with one copy machine installed and maintained for the life of the project. The copy machine shall have the capability of making letter-size copies (8 ½" by 11"), legal size copies (8 ½" by 14"), two-sided copies, at least thirty copies per minute, and possess an auto-feed feature. Furnish all consumable and non-consumable supplies for the life of the project.

#### Add the following to Subsection 153.3.05 C:

10. Place and spread 200 tons of aggregate surface course on office grounds where indicated by the Engineer to facilitate parking. Remove aggregate and grass the area upon completion of the project.

11. Ensure that the office is supported with concrete blocks with mortar joints and anchored with ten storm tie-down anchors. Enclose the area between the ground and the bottom of the office with a vinyl skirting that matches the office's siding.

12. Install an alarm system that includes the following items and maintain in good operating condition:

\* SRN-2000 Enforced Bisonic with NAPCO Magnum Alert 850 - control box or Honeywell Vista-10P Master Control Panel with Honeywell 6150RF keypad or equivalent.

- \* All doors and windows with wired contacts.
- \* Outside sirens with wired contacts.
- \* Tamper-proof box with wired contacts.
- \* Inside sirens with wired contacts.
- \* Two smoke and heat detectors.

Tie all of the above equipment to a 24 hour control monitoring system (BRK -2812TH or equivalent). Use a wired keyboard system. Do not use a remote system. Process and pay the monthly bills for the alarm system and monitoring.

13. Provide two additional 4 drawer locking fireproof file cabinets.

14. Provide one Desktop Computer and Accessories meeting the following minimum requirements:

A. Hardware:

- \* 1.7 GHz Processor or better
- \* 1 GB RAM or larger
- \* 80 GB Hard Drive or larger
- \* 40X Max, CD-RW
- \* 64 MB Video memory
- \* V.90 PCI DataFax Modem w/Voice
- \* Wireless USB adapter
- \* Linksys/ Cisco Wireless Router
- \* 19" Color Monitor
- \* Human Input Device (Mouse)

\* Standard Windows Keyboard

B. Software:

- \* MS Windows XP Professional
- \* MS Office XP Professional
- \* MS Outlook (Most recent version)
- \* WinZip
- \* WS-FTP
- \* A restore CD

C. Printers

HP Officejet 6310 All-in-one Printer, Fax, Scanner, Copier or Dell 968w All-in-One Wireless Printer or approved equal connected so that all functions including fax capability are active. Furnish all consumable and non-consumable supplies for the life of the project.

D. Uninterruptible Power Supply:

American Power Conversion Corporation Back- UPS ES 650 or Newpoint 750 VA Battery Backup or equal (minimum 5 receptacles).

E. Cable Broadband Internet Service:

Provide Cable Broadband Internet Service. Provide DSL Internet Service with static IP address only if cable internet service is not available.

15. Concrete Cylinder Curing Tank - The Contractor shall furnish a Concrete Curing tank. The curing tank shall be constructed of non-corroding materials and shall be capable of storing a minimum of 22 test cylinders, 6" x 12" stored vertically.

#### Add the following to Subsection 153.3.07:

Retain possession of all items that are required as part of the field office when the Engineer determines that these items are no longer needed.

Revised: January 15, 2003

## DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

#### SPECIAL PROVISION

## SECTION 208 – EMBANKMENTS

Modify Sub-Section 208.2.A.1 to read as follows:

INUNDATED EMBANKMENTS: Construct embankments in inundated areas with granular embankment placed to a level of 18 inches (457 mm) above the water surface at the time of construction.

Retain Sub-Section 208.5 - PAYMENT – as written and add the following:

Include costs for granular embankment construction in the pay item provided in the contract for earthwork.

## Office of Materials and Research

Revised: January 15, 2003

## DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

#### SPECIAL PROVISION

## PROJECT NO.: STP00-0002-00(140), Chatham P.I. NO.: 0002140

## SECTION 209 – SUBGRADE CONSTRUCTION

Delete Sub-Section 209.2.A and substitute the following:

209.2.A SUBGRADE MATERIALS: Construct the top 12 inches (305 mm) of subgrade on this project, including crossroads and ramps, with Class IIB2 or better materials. If the existing soils at grade do not meet this requirement, undercut and replace these soils to provide 12 inches (305 mm) of Class IIB2 or better material at subgrade. Include the costs for this work in the pay item provided in the contract for earthwork.

Office of Materials and Research

## SPECIAL PROVISION

## SECTION 660 - SANITARY SEWERS

Delete the entire section and replace with the following:

#### **1.01 SEWER PIPE:**

A. Gravity Sewer

Unless specified otherwise the type of pipe shall be:

Depth

Type

Less Than 4' Ductile Iron 4' and Greater PVC-SDR 26 4' to 20' (Note: The maximum allowable depth shall be 20' (feet) from proposed grade).

1. PVC Pipe - Shall be SDR 26 polyvinyl chloride plastic and shall meet all requirements of ASTM D-3034, latest revision. PVC pipe shall be installed in accordance with ASTM D-2321, latest revision. All pipe shall be suitable for use as a gravity sewer conduit and shall be green in color. Provisions must be made for contraction and expansion at each joint with a rubber ring. Pipe sizes and dimensions shall be as shown in the table below. Standard laying lengths shall be 13'(feet)(+1-inch) for all sizes. Fittings shall meet the same specification requirements as the pipe.

Nom.	Outside Diameter	Min. Wall
<u>Size</u>	Average	Thickness
4**	4.215"	0.162"
6 <sup>9</sup>	6.275**	0.241"
8"	8.400**	0.323"
10"	10.500"	0.404**
12"	12.500"	0.481"

Tests on PVC Pipe - Shall be designed to pass all tests at 73E F. (+ 3E F.)

 Ductile Iron - Shall conform to ANSI A 21.50 (AWWA C 150) latest revision, ANSI A 21.51 (AWWA C 151) latest revision and ASTM A-746 latest revision. All pipe shall be thickness Class 50 or greater unless otherwise noted. All ductile iron pipes and fittings shall be bituminous coated approximately 1 mil. thick on the outside and lined with Protecto 401 Ceramic Epoxy on the inside. Fittings shall meet the same specification requirements as the pipe.

- a. Coating on the outside shall be a bituminous coating approximately 1 mil thick. The finished coating shall be continuous, smooth, neither brittle when cold or sticky when exposed to the sun, and shall be strongly adherent to the iron.
- b. Protecto 401 Ceramic Epoxy interior lining shall conform to ASTM E-96, ASTM B-117, ASTM G-95, ASTM D-714.

The interior of the pipe shall receive 40 mils nominal dry film thickness of Protecto 401 Ceramic Epoxy. Interior lining shall not be applied below 40 degree F. Only less than 4.0 mils loss of interior coating is acceptable after one million cycles on a  $+/-22.5^{\circ}$  sliding aggregate slurry abrasion tester using a sharp natural siliceous gravel with a particle size between 2mm and 10mm. Lining application, inspection, certification, handling and surface preparation of the area to receive the protective coating shall be in accordance with the Protecto 401 manufacturer specification and requirements. Lining shall not be used on the face of the flange.

- B. Force Main Pipe
  - 1. PVC Pipe Plastic pipe shall be PVC Class 200, C-900 for 12"(inch) and smaller and Class 200, C-905 for 14" (inch) and larger. All pipe shall conform to ASTM D-2241 and be installed in accordance with ASTM D-2321.

Pipe shall bear the National Sanitation Foundation seal of approval and shall comply with the requirements of Type I, Grade I (PVC 1120) of the ASTM resin specification D-1784. Certificates of conformance with the foregoing specifications shall be furnished with each lot of pipe supplied.

PVC pipe for force mains shall be green in color, and shall be furnished in nominal 18 to 20'(foot) laying lengths unless otherwise noted.

2. Ductile Iron Pipe - Shall conform to AWWA C-150, AWWA C-151 and ASTM A-746 latest revisions. All pipe shall be thickness Class 50 unless otherwise noted.

Coatings and Linings: All ductile iron pipes and fittings shall be bituminous coated approximately 1 mil thick on the outside and lined with 40 mils of Protecto 401 Ceramic Epoxy in the inside.

a. Coating on the outside shall be a bituminous coating approximately 1 mil thick. The finished coating shall be continuous, smooth, neither brittle when

cold or sticky when exposed to the sun, and shall be strongly adherent to the iron.

b. Protecto 401 Ceramic Epoxy interior lining shall conform to Permeability rating ASTM E-96-669366, Salt Spray ASTM B-117-85, Cathodic Disbondment ASTM G6-95, and Immersion Testing ASTM D-714-87.

The interior of the pipe shall receive 40 mils nominal dry film thickness of Protecto 401 ceramic epoxy. Interior lining shall not be applied below 40°F.

Lining application, inspection, certification, handling and surface preparation of the area to receive the protective coating shall be in accordance with the Protecto 401 manufacturer specification and requirements. Lining shall not be used on the face of the flange.

#### 1.02 SEWER PIPE JOINTS:

- A. Gravity Sewer Pipe
  - 1. Joints for PVC Pipe Shall be integral wall bell and spigot with a rubber ring gasket. The joints shall conform to ASTM D-3212 latest revision and the gaskets shall conform to ASTM F-477 latest revision.
  - 2. Joints for Ductile Iron Pipe Shall comply with the requirements of 1.02 B.2.
- B. Force Main Pipe

Joints shall be in accordance with ASTM D-3036. All PVC fitting must have NSF-61 approval and must comply with, or exceed AWWA C907. Saddle type fittings shall not be used.

1. Plastic pipe shall be jointed by means of a rubber ring bell joint which shall be an integral part of the barrel or solvent welded at the factory. The joints shall have a space to provide expansion and contraction of the pipe without leaking. Fittings for plastic pipes shall be PVC with ring tightened rubber joints; or ductile iron with adapters to PVC pipe. Pipe shall be manufactured to ductile iron pipe equivalent outside diameter.

The bell shall consist of an integral wall section with a bonded-in solid cross section elastomeric ring which meets the requirements of ASTM F-477 and ASTM D-3139. The bell section shall be designed to be at least as hydrostatically strong as the pipe wall and meet the requirements of UNI-BELL-B-11.

Each standard and random length of pipe shall be tested to two times the rated pressure of the pipe for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

- 2. Ductile Iron Joints For various applications should meet the below criteria:
  - a. Flanged Joints: Shall conform to ANSI Specification 21.2(AWWAC-150). Flanges shall be Class 125. Gaskets for flanged pipe and fittings shall be 1/16"(inch) ring gasket of red sheet rubber. Bolts and bolt studs shall conform to ANSI Specification B 16.1 (AWWA C-153).
  - b. Mechanical Joints: In cast and ductile iron pipe shall conform to ANSI Specification A 21.11 (AWWAC-111). All glands shall be made of ductile iron only.
  - c. Push-On Joints: Shall have a rubber gasket that fits into a retainer recess in the bell and produces a watertight joint when the spigot is pushed home.

d.

Restrained Joints - Restrained joints for pipe, valves and fittings shall be mechanical joints with ductile iron retainer glands equivalent to "Megalug" or push-on type joints equivalent to "Lock-Ring," "TR Flex", or "Super Lock" and shall have a minimum rated working pressure of 250 psi. Mechanical joint retainer glands shall comply with the manufacturer's specifications for the pipe material (ductile iron vs. PVC). The joints shall be in accordance with the applicable portions of ANSI/AWWA C111/A21.11. The manufacturer of the joints shall furnish certification, witnessed by an independent laboratory, that the joints furnished have been tested at a pressure of 500 psi without signs of leakage or failure. All wedge assemblies and related parts of restraint devices shall be processed through an ironphosphate spray, rinse and drying operation in preparation for coating application. The coating shall consist of a minimum of two coats of liquid Xylan® fluoropolymer coating with heat cure to follow each coat. All casting bodies of restrained joints shall be surface pretreated with an iron-phosphate spray, rinse and sealer before drying, The coating shall be electrostatically applied and heat cured. The coating shall be a polyester based powder to provide corrosion, impact and UV resistance. The coating system shall be Mega-Bond<sup>TM</sup> by EBAA Iron, or approved equal. Restrained joints shall be capable of being deflected after assembly. Restrained joints shall have a preset deflection of no more than 5 degrees and shall be able to take up 3 degrees of deflection after burial.

- e. Couplings All connections of new sewer pipe to existing sewer pipe shall occur using rigid couplings. Flexible (e.g. Fernco) couplings shall not be allowed. Couplings shall be PVC double bell type, ductile iron mechanical joint solid sleeve type or ductile iron straight and transition type (e.g., Dresser Couplings) depending on the application.
- C. Ductile Iron Fittings

Fittings shall consist of bends, tees, crosses, caps and plugs, reducers, tapped tees, sleeves, etc. All fittings furnished shall be cast and machined at one foundry location to assure quality control and provide satisfactory test data. Fittings shall have cast on them the pressure rating, nominal diameter of openings, manufacturer's name, foundry location, plant code, and degrees of fraction of the circle. Cast letters and figures shall be on the outside body of the fitting. Ductile iron welded on outlets is not acceptable.

- a. Fittings for Push-On and Mechanical Joint Pipe Shall be ductile iron, manufactured in accordance with ANSI A21.10 (AWWA C-110) or ANSI A21.53 (AWWA C-153) standards. Fittings shall be designed to accommodate the type of pipe used.
- Fittings for Flanged Pipe: Shall be manufactured in accordance with ASNI B16.1, Class 125 flanges. Bolt circles and bolt holes shall also meet ANSI B16.1.
- D. Air Release Valve Shall be designed for sewage service. The valve shall be constructed of a cast iron body, stainless steel or bronze trim, and stainless steel float. The inlet shall be 2" (inches), 5/16" (inch) orifice and have a venting capacity of 35 c.f.f.a.m, however, at 10lbs. working pressure it should not vent less than 25 cfm of free air. The working pressure shall be as specified in the contract. Sewage air release valves shall be Crispin UX20 or equal. Piping, nipples, and plugs shall be Schedule 40, type 316 stainless steel. Air release valves shall be installed at all high points in the force main and/or as designated by the engineer. It shall conform to the detail shown. A copy of the O&M manual shall be given to the City prior to acceptance. Provide 3" (inch) diameter or larger clean out port.

The manhole and installation of the valve shall be in accordance with the City of Savannah Standard Construction Detail, S-11. Prior to deciding on the location of any air release valve, the Contractor shall provide the Engineer with an accurate profile of the installed force main so that high points in the system can be determined. The locations of the air release valves shall be field adjusted based on the locations of the high points.

#### 1.03 MANHOLES:

A. Precast Concrete - Precast manholes shall have a minimum wall thickness of five

inches. Cone sections shall have a minimum wall thickness of 8" (inch) at their top. Manholes shall be manufactured with 4,000 P.S.I. concrete, type II cement that meet ASTM C-150 and absorption shall not exceed 6%. Wall reinforcement shall meet ASTM C-478 and also have a No. 4 rebar hoop around each pipe opening. The flat top slab sections shall handle HS-20 traffic loadings. Bottom slabs shall be 6 inches thick for manholes up to and including 48 inches in diameter and 8 inches thick for larger diameter manholes and be reinforced with No. 4 rebar at 9" (inch) O.C.E.W. All items shall be wet cast. Dry casting or low slump concrete will not be allowed. All bases will have proper lifting hooks in the bottom slabs (min. of 3) and there shall be no penetrating lifting holes on any structures. No holes will be allowed within 6" (six) inches of any joint on structures. All manholes shall have a coating as per Section 02555.

This shall be the minimum requirements for wall and slab thickness/rebar. It shall be the responsibility of the Contractor to insure that the manhole(s) are designed properly for the loading conditions as indicated on the plans. Should the loading conditions require greater structural integrity than the minimum, as herein specified, it shall be the responsibility of the Contractor to utilize the maximum design.

Manhole sections shall be free from large honeycomb, cracks, spalls, large chips, exposed reinforcing, and broken bells and spigots. Edges of bells and spigots shall be even and straight. Mastic shall be "Ram-nek," or equivalent, with primer. The primer shall be applied to all contact surfaces of the manhole joint at the factory in accordance with the manufacturer's instructions.

B. Frames and Covers - Manhole frame and covers shall be out of gray cast iron per ASTM A48, Class 35 without perforations and suitable for addition of cast iron or steel rings for upward adjustment of top. The word "SANITARY" shall be cast into the face of the cover in 1.5" (inches) to 2" (inch) letters raised flush with the top of the cover. Frames and covers shall have machine ground seats, a coating of coal tar pitch varnish, and be an approved equal to U.S. Foundry and Manufacturing Corp. No. USF 195-ORS. All manhole rings and covers shall be made water-tight by means of dovetail grooves and gaskets in the cover. Provide circular cover with two (2) pulls for removing manhole cover spaced at 180 degrees and weighing not less than 120 pounds.

Proof Load Testing: Traffic service castings shall have a first article proof load test conducted and the results of that proof load test shall be made available to the City upon request. The proof load test shall be conducted in accordance with the methods and procedures outlined in AASHTO M306-04, Section 5, Proof Load Testing. The casting shall be tested on a suitable and calibrated load testing machine and the casting shall hold a 40,000 pound proof load for one minute without experiencing any cracks or detrimental permanent deformation.

C. Pipe Connections - Pipe/manhole connector shall be one piece rubber boot secured to

pipe with stainless steel clamp band and to the manhole with stainless steel expansion ring. Kor-N-Seal Boot, A-lock or equal. Space between Kor-N-Seal boot and pipe OD shall be filled with non-shrink grout.

D. Steps – Steps in manholes shall be 3/8"(inch)steel rods coated with polypropylene material.

#### 1.04 CASING:

A. Casing pipe shall be steel conforming to ASTM A-139, minimum yield strength point of 35,000 psi of the diameter shown on the drawings at each crossing. The minimum wall thickness shall be 0.25" (inches) for 24" (inch)diameter and smaller, and 0.375" (inch) for larger diameters.

The pipe ends shall be tapered where welding is required. Full pipe lengths shall be provided. No pipe casing lengths less than 8'(feet) shall be allowed unless approved by the Owner. All casing welds shall be continuous and made by a certified welder. All pipe within casings shall be restrained joint ductile iron.

#### **B.** CASING SPACERS:

Casing Spacers shall be bolt on style with a shell made in two (2) sections of Heavy T-304 Stainless Steel. Connecting flanges shall be ribbed for extra strength. The shell shall be lined with a PVC liner. All nuts and bolts shall be 18-8 Stainless Steel. Runners shall be made of Ultra High Molecular Weight Polymer with inherently high abrasion resistance and a low coefficient of friction. Runners shall be supported by risers made of Heavy T-304 Stainless Steel. The combined height of the supports and runners shall keep the carrier pipe a minimum of 0.75" (inch) from the casing pipe at all times. Casing Spacers shall be as manufactured by Cascade Waterworks Manufacturing Company, or approved equal.

#### **1.05** SERVICE CONNECTIONS:

- A. Tee-wyes shall be a minimum of 4"(inches) and shall be the same diameter as the run of the pipe. They shall be of the same material as the sewer main. Tee-wyes shall be used for all service connections to new sewer main.
- B. Service Saddles: Service Saddles shall be flexible sewer saddles with double stainless steel straps or PVC Inserta Tees TM. Service Saddles shall only be allowed for new service connections to existing sewer mains.

#### 1.06 LATERALS:

Laterals under traffic loads shall be ductile iron conforming to Paragraph 1.01.A, with push-on joints. Laterals under non-traffic loads can be Polyvinyl Chloride with

bells and natural rubber rings for jointing, conforming to Paragraph 1.01.A. All PVC sewer laterals shall be constructed with SDR 26 pipe.

A saw cut "S" shall be cut in the top of the curb directly over the lateral location. Tracing wire shall be adhered to the lateral from the main and up to the cleanout.

#### **1.07 METAL DETECTOR TAPE:**

Detector tape shall be installed over all nonmetallic gravity sewer. The tape will be equivalent to Terra-Tape by Griffolyn co., Inc. of Houston, Texas. The tape shall be at least 2"(inches)wide and "green" with the "black" words "Caution Buried Force Main Below" or "Caution Buried Sewer Line Below" noted on the tape. The tape shall have a tensile strength of not less than 4,000 psi, a dart impact strength of not less than 120 grams per 1.5 mils, be not less than 0.0055" (inches) thick, and include sufficient metal to allow easy detection from above ground. The detector tape shall be designed to last as long as the pipe it is installed over, even in adverse soils.

#### **1.08 TRACING WIRE:**

All force mains and sanitary sewer laterals below grade shall have a #12 gauge 30 mil insulated single strand copper wire installed directly on top of the pipe line. The wire shall be secured to the pipe with tape or other accepted methods at spacings of no more than 36" (inch) apart. Where appurtenances connect to the force main, the wire insulation shall be stripped so that the bare wires can and shall be joined securely together and wrapped with a rubberized insulation tape. The insulation tape shall completely cover all areas of the exposed wire. The insulated wire must maintain electrical continuity. In addition, tracing wire shall locate laterals by connecting cleanouts to gravity sewers. All these This tracing wire system shall be checked and tested by the contractor, in the presence of the engineer or project representative, prior to acceptance of the force main installation. All equipment, meters, detectors, etc. needed for testing shall be furnished by the Contractor,

Plastic Tracing Wire Stations equal to Rhino TriView FlexTM shall be installed every 500'(feet) along the force main. Tracing wire shall be connected to the station and shall be marked as "Sanitary Sewer Force Main."

#### 1.09 FORCE MAIN SUBSURFACE MARKERS:

Omni-balls or equal shall be installed above force main pipe at all bends, and at least every 500' (feet) along straight pipe runs.

#### 1.10 POLYETHYLENE ENCASEMENT:

Polyethylene encasement shall be used on all ductile iron pipe, and shall be in tube form conforming to the requirements of ANSI/AWWA C105/A21.5 latest revision.

The polyethylene film shall have the following characteristics:

Tensile Strength:	1,200 psi minimum
Elongation:	300 percent minimum
Dielectric Strength:	300V/mil thickness minimum
Thickness:	Nominal thickness of .008 in. (8 mil)

#### 1.11 STONE BEDDING:

Shall be graded crushed granite with the following gradation:

Square Opening Size	Percent Passing	
1 <sup>n</sup>	100%	
3/4"	90 to 100%	
3/8"	0 to 65%	
No. 4	0 to 25%	

#### 1.12 BORROW:

Where it is determined that sufficient suitable material is not available from the site to satisfactorily backfill the pipe to at least 2' (feet) above the top of the pipe, the Contractor shall furnish suitable sandy borrow material to accomplish the requirements. The material shall have not more than 60% passing the No. 100 sieve, nor more than 20% passing the No. 200 sieve

#### 1.13 **PRODUCT REVIEW:**

A. The Contractor shall provide the Engineer with a complete description of all products before ordering. The Engineer shall review and approve all products before they are ordered.

#### PART 2 - EXECUTION

#### 2.01 CONSTRUCTION OBSERVATION:

The line, grade, deflection and infiltration of sewers shall be tested by the Contractor under the direction of the Engineer. The Engineer will have the right to require that any portion of the work be done in his presence and if the work is covered up after such instruction, it shall be exposed by the Contractor for observation. However, if the Contractor notifies the Engineer that such work is scheduled and the Engineer fails to appear within 48 hours, the Contractor may proceed without him. All work done and materials furnished shall be subject to review by the Engineer or project representative. Improper work shall be reconstructed. All materials which do not conform to the requirements of the specifications shall be removed from the work upon notice being received from the Engineer for the rejection of such materials. The Engineer shall have the right to mark rejected materials so as to distinguish them as such. The Contractor shall give the Project Engineer or Project Representative a minimum of 48 hours notice for all required observations or tests.

#### 2.02 LOCATION AND GRADE:

The line and grade of the sewers and the position of all manholes and other structures are shown on the drawings. The grade line as given on the profile or mentioned in these specifications means the invert or bottom of the inside of the pipe, and the price for trenching shall include the trench for the depth below this line necessary to lay the sewer to this grade, but measurements for payment will be made only to the grade line. Master control lines and bench marks have been provided by the Engineer. The Contractor shall be responsible for the proper locations and grade of the sewers.

#### 2.03 EXCAVATION:

The Contractor shall perform all excavations of every description and of whatever substance encountered to the depth shown on the plans or specified for all sewers, manholes and other appurtenances. All trenches shall be properly dewatered before laying pipe, by the use of well points, pumping or other methods accepted by the Engineer. The top portion of trenches may be excavated with sloping or vertical sides, except that the width of trench to a height of 2'(feet) above the top of the pipe shall not exceed 2'(feet) greater than the diameter of the pipe. A minimum of 6" (inches) of stone bedding shall be required for all sewers and force mains. The bedding shall extend to one-half of the pipe diameter.

Where the character of the soil is such that the Engineer determines it unsuitable for pipe bedding, an additional foot of excavation will be authorized and the trench backfilled with stone. Excavation in excess of the depths and widths required for sewers, manholes and other structures shall be corrected by backfilling with stone to the proper grade.

The limit of excavation shall be such to allow for placing and removing forms, installing sheeting, shoring, bracing, etc. The Contractor shall pile excavated material in a manner that will not endanger the work and will avoid obstructing sidewalks, driveways, power poles, etc. Drainage shall be kept clear.

#### 2,04 BRACING AND SHEETING:

The sides of all trenches shall be securely held by trench boxes, stay bracing, or by skeleton or solid sheeting and bracing, as required by the soil conditions encountered, to protect the adjoining property and for safety in accordance with OSHA requirements. Where shown on the drawings or where directed by the Engineer, the

Contractor must install solid sheeting to protect adjacent property and utilities. The sheeting shall be steel or timber and the Contractor shall submit design data, including the section modules of the members and the arrangement for bracing at various depths, to the Engineer for review before installing the sheeting. Sheeting shall be removed in units when the backfilling has reached the elevation necessary to protect the pipe, adjoining property and utilities.

When sheeting or shoring above the elevation cannot be safely removed, it shall be left in place. Timber left in place shall be cut off at least 2' (feet) below the surface.

#### 2.05 LAYING PIPE:

A. Gravity Sewer Installation:

All gravity sewer pipe shall be laid upgrade with spigots pointing downgrade. The pipe shall be laid in a trench prepared in accordance with Paragraph 2.03 "Excavation," so that after the sewer is complete, the interior surface shall conform on the bottom accurately to the grades and alignment fixed or given by the Engineer. All pipe shall be cleaned out and left clean. Every third joint shall be filled around immediately after being properly placed. The recommendations of the manufacturer of the particular pipe joint used shall be adhered to.

The sewer lines shall be straight and show a uniform grade between manholes. Any sags or bellies in the pipe sections shall not extend longer than 10' (feet) or hold water more than one-eighth of the pipes inside diameter.

#### B. Force Main Installation

Depth of Pipe – The Contractor shall perform excavation of whatever substances are encountered to a depth that will provide a minimum cover over the top of the pipe of 36" (inches) from the proposed finished grade, for pipe 12" (inches) and smaller. Pipe larger than 12" (inches) in diameter shall have 48" (inches) of cover from the finished grade. A maximum cover of 60" (inches) from finished grade shall be used unless approved by the City to avoid a conflict. If the cover will be less than 36" (inches), ductile pipe shall be used.

The force main shall be laid in a ditch prepared in accordance with Paragraph 2.03 "Excavation", so that after the force main is complete, the interior surface shall conform on the bottom accurately to the grades and alignment fixed or given by the Engineer. Special care should be taken to provide a firm bedding in good material, select borrow, stone backfill or Class "A" concrete, as authorized, for the length of each joint and one-half of the circumference. Install stone bedding to a depth of 6" (inches) beneath the FM pipe and up to the spring line of the pipe. Holes shall be provided to relieve bells from bedding strain, but not so large as to allow separation of the bell from the barrel by settlement after backfilling. All pipe shall be cleaned out and left clean. Every third joint shall be filled around immediately after being properly placed. The recommendations of the manufacturer of the particular pipe joint used shall be adhered to.

#### 2.06 METAL DETECTOR TAPE:

As a part of the installation of gravity or force main sewer, the Contractor shall place metallic detector tape, suitably coded, over the installed pipes at a depth not to exceed 18" (inches) below the finished surface.

2.07

#### SEPARATION BETWEEN WATER & SANITARY SEWERS:

Water mains and/or laterals shall not be laid closer than 10 feet horizontally to a sanitary or storm sewer without written instruction from the engineer. Some deviation may be allowed on a case by case basis if approved by the City for installation of the water main closer to a sewer, provided that the water main is laid in a separate trench, such that the bottom of the water main is at least 18 inches above the top of the sewer. In no case, shall the water and sewer lines be closer than 5' (feet) horizontally edge to edge. Water mains crossing sewers should be laid to provide a minimum vertical distance of 18" (inches) between the invert of the water main and the top of the sewer line. The water and sewer lines must be ductile iron when laid in violation of the separation requirements. One full length of water pipe shall be located so both joints will be as far from the sewer as possible.

#### 2.08 STONE BEDDING:

Stone bedding shall be installed 6" (inches) below all sewer pipes and to one-half of the pipe diameter. Stone shall be placed 6" (inches) deep and  $2^{i}$  (feet) wider than the pipe at the barrel, and up to the springline of the sewer pipe. The pipe shall be carefully bedded in the stone as specified on City of Savannah Detail S-26, or in accordance with the manufacturer's recommendations.

#### 2.09 CONNECTIONS TO EXISTING SEWER MAINS:

Connections to existing sewer mains may be performed with the use of two difference connections devices:

A. A saddle matching the existing main line pipe diameter with either 4" or 6" (inch) lateral connections may be used. The existing lines must be cut with a round cutter so that the opening will allow the hub of the saddle to fit inside the opening. Square holes cut with a pipe saw will not be acceptable. The saddles must be gasketed. Stainless steel straps must be used to attach the saddle to the existing sewer main. The sewer main must be protected from existing debris around the pipe from entering the line during the attachment of the saddle. The area around the existing sewer pipe must be compacted to 100% density. All saddles must be

attached to the sewer main at either the 2:00 or 10:00 position. No laterals will be attached to the sewer main at the 12:00 position.

B. The other alternative to attaching sewer laterals to an existing main is by using an Inserta Tee. This device can be connected to the main by drilling an appropriate size round hole for the 4" or 6" (inch) lateral. The proper Inserta Tee for the existing sewer line pipe material must then be installed by inserting the rubber boot inside the sewer main. A PVC insert, lubricated properly, is then inserted inside the boot, then a stainless steel strap ties the boot to the insert. The insert then accepts PVC pipe of the appropriate size. The site must then be 100% compacted around the lateral. All connections to existing sewer mains must be inspected by the City prior to backfilling.

#### 2.10 BACKFILLING:

A. All trenches and excavation shall be backfilled immediately after the pipes are laid therein, unless other protection of the pipe line is directed. The backfilling material shall be selected and deposited with special reference to the future safety of the pipes. Except where special methods of bedding and tamping are provided for, select backfill or sandy borrow shall be solidly tamped about the pipe up to a level at least 2' (feet) above the top of the pipes and shall be carefully deposited to uniform layers, each layer solidly tamped or rammed with proper tools so as not to injure or disturb the pipeline. The remainder of the backfilling of the trench shall be carried on simultaneously on both sides of the pipe in 8" - 12" (inch) layers in such a manner that injurious side pressure does not occur. The material used shall be selected from excavated material anywhere on the work site if any of this material is suitable.

Under the traffic areas the top 12" (inches) of backfill material shall be compacted to a density of not less than 100% at optimum moisture. Below the 12" (inch) line and to and including the area around the pipe the density shall not be less than 95% at optimum moisture. In areas other than traffic areas, the backfill material shall be compacted to 95% density at optimum moisture. Compaction tests shall be conducted in accordance with ASTM D-1556 or D-2922 by an independent testing laboratory. The tests are to be taken at the direction of the Engineer to average not more than 100" (foot) intervals. Laboratory Tests shall conform to ASTM D-698.

Whenever the trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off and finally made to conform to the surface elevation of the ground. Backfilling shall be carefully performed and the original surface restored to the full satisfaction of the Engineer immediately after the installation.

Where thermoplastic (P.V.C.) pipe is installed, the Contractor shall take precautions in accordance with ASTM D-2321, during the backfill operations so as not to create excessive side pressures, or vertical or horizontal deflection of the pipe so as not to impair flow capacity.

#### 2.11 JACKING AND BORING:

Steel casing of the diameter shown on the plans shall be jacked and bored in the locations indicated. Joints between sections of the steel casing shall be welded by a certified welder. Boring and jacking shall be in accordance with the provisions of Section 65 of the Georgia Department of Transportation Standard Specifications. After the carrier pipe has been installed, the ends of the casing shall be sealed with Class "C" concrete after observation by the Engineer.

Where the work involves a State highway, the Resident Engineer of the State Department of Transportation shall be notified by the Contractor three (3) working days before the crossing is started. Where the work involves a railroad, the work shall conform to the requirements of American Railway Engineering Association specifications and the Division Superintendent of the Railroad shall be notified three (3) working days prior to beginning the work. Before commencing work within the rights-of-way of the railroads or highways, the Contractor shall verify that the Owner has obtained the required permits.

#### 2.12 MANHOLES:

Manholes shall be constructed on compacted bedding material so structure is plumb and pipe inverts are at the proper extension where shown on the drawings or where directed by the Engineer. Manholes shall be installed at the end of each line, at all changes in grade, size, or alignment, at all intersections, and at distances not greater than 400' feet). The channel in the bottom of the manholes shall be smooth and properly rounded and the invert channel shall be same size as installed sewer line. Special care must be exercised in laying the channel and adjacent pipes to grade. Invert piping shall not extend inside manhole any further than 2" (inches). The slope of the invert benches shall provide a minimum of 2" higher than the crown of the pipe. The tops of manholes outside of roads shall be built to the ground surface unless otherwise shown on the plans. Manholes in roads shall be built to grades designated by the Engineer. Manhole sections with either honeycomb defects; exposed reinforcing; broken/fractured bell or spigot or cracked walls will be subject to rejection by the Engineers for use on the project. When mastic sealant is used, improperly applied primer will also be cause for rejection.

No leaks in any manhole will be acceptable. All repairs made from inside the manhole shall be made with non-shrink grout.

A 0.1' (feet) minimum drop shall be required through all manholes where the horizontal alignment change is less than 45 degrees. A 0.2'(foot) minimum drop shall be required through all manholes where the horizontal alignment change is 45 degrees to 90 degrees. Horizontal alignment changes greater than 90 degrees at a

single manhole shall not be allowed. A wide sweep invert shall be required for all manholes where the horizontal alignment change is 90 degrees.

#### 2.13 PROTECTION OF EXISTING SANITARY SEWER SYSTEMS:

During the construction of new Sanitary Sewer Systems, the existing sanitary sewer shall be protected at the point of connection with use of a pneumatic or mechanical plug. This isolation shall remain in place until the new system is fully accepted. Provisions must be in place to prevent sediment and excess water from entering the City's existing Sanitary Sewer System.

The isolation of the new system must be performed at the Contractor's expense. Any breach of this isolation shall be resolved by the Contractor to meet City expectations and standards. The Contractor may also be liable and responsible for remediation costs due to this breach.

#### 2.14 CLEANING:

Prior to mandrel tests, televising, and before acceptance of the gravity sewer systems, all sewer lines shall be cleaned to the satisfaction of the Engineer. Where any obstruction occurs, the contractor will be required to clean the sewers by flushing and by means of rod and swabs or other instruments. Cleaning of new sewers is to be completed without impacting the existing sewer system.

#### 2.15 TESTING AND INSPECTION

A. Leakage Testing: Mains and Laterals

All new public and private gravity sewers and laterals shall be pressure tested a minimum of 30 days following final backfill in accordance with the Time-Pressure Drop Method specified in ASTM F1417 - Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air, latest revision. The procedure is summarized as follows:

- 1. Isolate the section of the sewer line to be tested using inflatable plugs or stoppers.
- 2. Cap all laterals and stubs using glued caps. All caps and plugs shall be securely braced to prevent blow-out.
- 3. One of the plugs or caps shall have an inlet tap or other provision for connecting a hose to a portable air control source.

- 4. Connect the air hose to the inlet tap and portable air control source. The air source equipment shall include necessary valves and pressure gages to pressurize an oil-free air source at a controlled rate into the test section.
- 5. Add air slowly to the test section until the pressure inside the pipe reaches 4 psi greater than the average backpressure of any groundwater submerging the pipe. (NOTE: All test pressures are measured as gage pressure, which is any pressure greater than atmospheric pressure. Since water produces a pressure of 0.43 psi per foot of depth, air test pressures must be increased to offset the depth of groundwater over the sewer line. If the groundwater is 2' (feet) or more above the top of the pipe at the upstream end, or if the required test pressure exceeds 9 psi, this test should not be used.)
- 6. Disconnect the air supply and allow a minimum of two minutes for pressure stabilization.
- 7. Measure the pressure drop over the following time period, depending on the diameter of the sewer pipe being tested (based on a maximum test section length of 400' (feet) between manholes):

8 inch:	6 minutes
10 inch:	8 minutes
12 inch:	12 minutes
15 inch:	18 minutes
18 inch:	26 minutes

8. Acceptable pressure drop over time period: Not more than 0.5 psi.

The testing shall be performed by the Contractor, and a representative of the City shall be present to observe the test. The Contractor shall be responsible for all costs associated with performing the leakage testing, locating leaks, repairing leaks, and conducting additional leakage testing as necessary until the system passes the pressure test. No gravity sewers or laterals will be accepted by the City without a passing pressure test.

B. Deflection – Mains:

It is the responsibility of the Contractor to assure that backfill is sufficient to limit deflection for all PVC pipe, 8" (inch) diameter and larger, to no more than 5% of the internal diameter of the pipe which shall be tested by a mandrel permitting no greater than maximum 5% deflection. All pipe shall be tested no sooner than 30 days after installation. All pipe not passing the 5% deflection limitation test shall be repaired or removed and replaced.

Nominal Pipe Size	AV I.D.	Mandrel Diameter
8*	7.754"	7.37*
10"	9,692"	9.20"
12 <sup>n</sup>	11.538"	10.96"

The mandrel shall be pulled through the pipe (SDR-26) with the following diameter:

## C. Deflection - Laterals:

It is the responsibility of the Contractor to assure that installation and backfill is sufficient to limit obstructions and deflections in the laterals. Laterals shall be tested by dropping a tennis ball in the upstream end of the pipe. The tennis ball must show up at the next downstream manhole. If not, the lateral must be repaired or removed and replaced. The tennis ball may be followed by water to help with its travel to the next downstream manhole.

## D. Televising:

After the completion of successful mandrel tests and cleaning, all newly constructed sewer lines must be televised by the City prior to acceptance. Accordingly, all sewer lines, 8" (inch) in diameter and larger, that are installed within accepted public right-of-ways and easements will be televised, including those lines on private property that are connected to the public lines. Contractors will be charged a fee, currently \$0.85/linear feet for all size sewers, by the City, and will be responsible for preparing the lines to insure that they are cleaned and free of debris prior to televising. Contractor shall notify the Inspector on his progress prior to the televising request. Details and procedures of this program are included in the <u>Televising Procedures Manual</u> developed by the City's Water Quality Control Department who will be providing the television services. Contractors will be responsible for becoming familiar with this manual. This Manual is available on the City's Website.

#### E. Compaction:

Laboratory tests of the soil shall be made in accordance with ASTM D-698. In-place density tests shall be made in accordance with ASTM D-1556 or D-2922. Results of the tests shall be furnished to the Engineer by the testing laboratory. The minimum number of tests required shall be:

Backfill over sewer in traffic areas ..... 1 per 100 linear feet or less for each 4' (feet) or depth or portion thereof.

Backfill over sewer in non-traffic areas ..... 1 per 200 linear feet or less for each 6' (feet) of depth or portion thereof.

#### 2.16 CLOSING PIPE:

When the work or pipe laying is suspended, either for night or at other times, the end of the gravity sewer or force main pipe must be closed with a water tight cover. The Contractor will be held responsible for keeping the gravity sewer or force main free from obstruction. Plugs shall remain in pipe ends until all water is removed from the trench.

#### 2.17 GRASSING:

Grassing of areas disturbed during construction shall be in accordance with Section 02485 - Grassing,

#### 2.18 ACCEPTANCE OF PORTIONS OF THE WORK:

The Owner reserves the right to accept and use any portion of the work whenever it is considered to the City's interest to do so. The Engineer shall have power to direct on what line the Contractor shall work and the order thereof.

#### 2.19 RECORD DATA:

As required under Section 1500, Paragraph 54, of the General Conditions, the Contractor is required during construction to keep accurate, legible records of the location of all new sewers, force mains, tees and laterals. This record data will include survey coordinates of all bends and fittings on the force main. These records will be made available to the Engineer before his final review for incorporation into the consulting Engineer's Record Drawings. Final payment to the Contractor will be withheld until all such information is received and accepted.

#### **END OF SECTION**

Revised June 16, 2006

# GEORGIA DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA SPECIAL PROVISION PROJECT NO.: SPT00-0002-00(140), Chatham P.1. NO.: 0002140

## Section 881- Fabrics

#### Add the following to Subsection 881.2.08:

#### 881.2.08 Filter Fabric for Embankment Stabilization

#### A. Requirements

- 1. Use woven filter fabric for embankment stabilization.
- 2. Sew fabric with a lock stitch using high strength polypropylene or nylon thread,
- 3. Obtain approval of the stitch and sowing method from the Engineer prior to use.
- 4. Use fabric that meets the following minimum tensile strength requirements:

	Tensile Strengths in Ibs/in (kN/m) width			
	Warp Direction		Fill Direction	
Fabric Type	5% Strain	Ultimate	5% Strain	Ultimate
Polyester	200 (35)	500 (87,5)	200 (35)	500 (87.5)
Polypropylene	200 (35)	800 (140)	200 (35)	800 (140)

Minimum Seam Strength = 200 lbs/in (35 kN/m) width

- a. Tensile strengths at 5% strain are based on reduction factors from the ultimate strengths of 0.4 for polyester and 0.25 for polypropylene fabrics.
- b. Use of reduction factors other than those shown are allowed only if verified by laboratory tests acceptable to the Department.
- 5. Submit a certification from the manufacturer that shows the physical properties of the material used and how it meets this Specification. Submit the certificate according to Subsection 106.05, "Materials Certification."

## **B.** Fabrication

, cr

General Provisions 101 through 150.

## C. Acceptance

Test according to the following:

Test	Method	
Tensile strength, elongation	ASTM D 4595 Wide Strip Test	
Seam Strength	ASTM D 4884 Wide Strip Test	

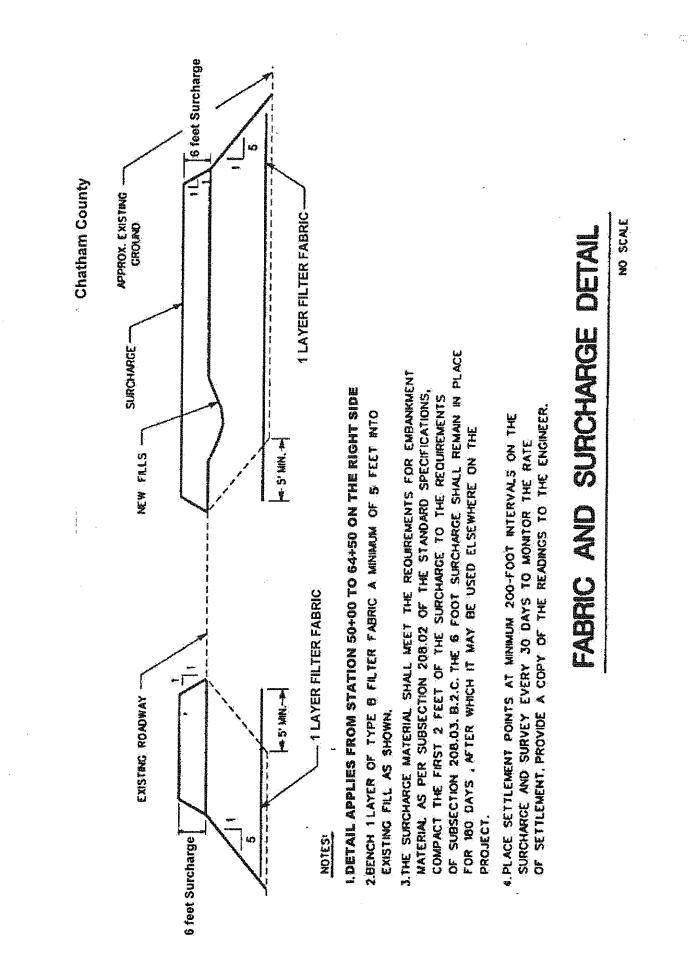
1. Run the tests at a strain rate of 10% per minute.

2. Use a pre tensioning load of 10 lbs/in (1.75 kN/m) or 3%, whichever is less.

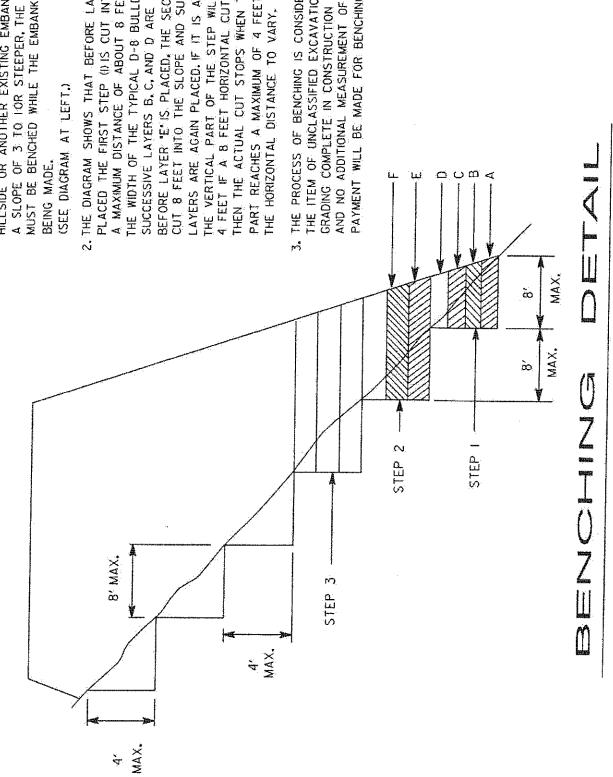
## D. Materials Warranty

General Provisions 101 through 150.

Office of Materials and Research



REVISED 9/29/2008



- I. WHERE THE EMBANKMENT IS TO BE PLACED ON A HILLSIDE OR ANOTHER EXISTING EMBANKMENT HAVING A SLOPE OF 3 TO IOR STEEPER, THE FOUNDATION MUST BE BENCHED WHILE THE EMBANKMENT IS
- LAYERS ARE AGAIN PLACED IF IT IS ANTICIPATED THAT PLACED THE FIRST STEP (I) IS CUT INTO THE SLOPE A MAXIMUM DISTANCE OF ABOUT 8 FEET ( ABOUT  $\frac{3}{4}$ THE WIDTH OF THE TYPICAL D-8 BULLDOZER BLADE). SUCCESSIVE LAYERS B, C, AND D ARE THEN PLACED BEFORE LAYER "E'IS. PLACED, THE SECOND STEP IS THEN THE ACTUAL CUT STOPS WHEN THE VERTICAL PART REACHES A MAXIMUM OF 4 FEET ALLOWING 2. THE DIAGRAM SHOWS THAT BEFORE LAYER AT IS 4 FEET IF A 8 FEET HORIZONTAL CUT IS MADE, THE VERTICAL PART OF THE STEP WILL EXCEED CUT 8 FEET INTO THE SLOPE AND SUCCESSIVE
- THE ITEM OF UNCLASSIFIED EXCAVATION AND BORROW OR GRADING COMPLETE IN CONSTRUCTION OF THE EMBANKMENT 3. THE PROCESS OF BENCHING IS CONSIDERED INCIDENTAL TO AND NO ADDITIONAL MEASUREMENT OF QUANTITY OR PAYMENT WILL BE MADE FOR BENCHING.

NO SCALE

4.5.28

## 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 IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

- 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:

Drug-Free

(CONTRACTOR) certifies to Chatham County that a

Workplace will be provided for the employees during the performance of this contract known as <u>SR 307 /</u> <u>Dean Forest Road Widening at US 17 to I-16.</u>

(PROJECT)

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, 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 Presence, that I (We), \_\_\_\_\_\_\_\_\_\_Name , \_\_\_\_\_\_\_\_Name

"Company"),

Title

Name of Bidder

in consideration of the privilege to bid/or propose on the following Chatham County project procurement <u>SR 307 / Dean Forest Road Widening at US 17 to</u> <u>I-16.</u> 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

## 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 contract or 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.

C-1

I,	, as
Name of individual	, as Title & Authority
of	, declare under oath that
Company Name	
	cluding any supplemental responses attached hereto, are true.
Signature	
-	
State of	
County of	
Subscribed and sworn to	before me on this day of
2008 by	representing him/herself to be
	_ of the company named herein.
_	Notary Public

My Commission expires:

\_\_\_\_

Resident State:\_\_\_\_\_

DPC Form #45

C-2

## Attachment D

## 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)

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 \_\_\_\_\_\_, 200\_

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).

Date

## 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 \_\_\_\_\_\_, 200\_

Notary Public My Commission Expires:

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).

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<sup>\*</sup> As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot

#### ATTACHMENT E

#### CHATHAM COUNTY, GEORGIA

#### BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education of local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Bidder must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

Certification – the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

#### END OF DOCUMENT Mod. CC P & C 6/2005

## Attachment F

		<b>Construction Apprentice Program Documentation</b> (must be submitted to Arneja Riley County MWBE Coordinator with 1 <sup>st</sup> Pay Request)
		Contractor
		Name of Project
		Contract No
	1)	Contractor has contacted CAP office to determine availability of specific labor classes which may be utilized for the project:
Dat	e o	f Inquiry # of Available Participants
#		Anticipated number of CAP students that will be hired and related trade category:          Trade Category         Trade Category         Trade Category         Trade Category         Trade Category
	3)	If CAP students are not anticipated to be hired for this project, the contractor must briefly explain.

Any questions regarding the Construction Apprentice Program and available participant labor should be directed to Tara Sinclair at (912) 604-9574.

## Attachment H

Systematic Alien Verification for Entitlements (SAVE)

## Affidavit Verifying Status for Chatham County Benefit Application

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah \_\_\_\_\_. [Name of natural person applying on behalf of contract for individual, business, corporation, partnership, or other private entity]

1.) I am a citizen of the United States.

OR

2.) I am a legal permanent resident 18 years of age or older.

OR

I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal 3.) Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

	Signature of Applicant:	Date	
	Printed Name:		
SUBSCRIBED AND SWORN	*		
<b>BEFORE ME ON THIS THE</b>	Alien Registration number for non-citizens.		
DAY OF, 20			
Notary Public			
My Commission Expires:	H-1		

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## LEGAL NOTICE

## CC NO. <u>165124</u>

## **Invitation to Bid**

Sealed Bids will be received until <u>2:00 P.M.</u> on <u>FEBRUARY 8, 2012</u> and publicly opened in <u>Chatham</u> <u>County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117</u> <u>Eisenhower Drive, Suite C, Savannah, Georgia, for: BID NO : 11-0043-4</u> <u>SR 307 / DEAN FOREST</u> <u>ROAD WIDENING AT U.S 17 TO I-16.</u>

<u>MANDATORY PRE-BID CONFERENCE: 2:00 P.M., JANUARY 11, 2012. A MANDATORY PreBid</u> <u>Conference will be held at the Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C,</u> <u>Savannah, Georgia.</u> Your firm <u>must be</u> represented at this conference to be allowed to submit a bid.

Bid Packages and Plan sheets are available and <u>must be purchased from</u> Clayton Digital Reprographics (CDR) located at 1000-I Eisenhower Drive, Savannah, Georgia, 31406. CDR phone: 912-352-3880, fax 912-352-3881, e-mail: <u>cdrsouth@cdrepro.com</u>

The Bid Package can be downloaded and printed from the County website <u>http://purchasing.chathamcounty.org</u> Also, all firms requesting to do business with Chatham County must also register on-line at website <u>http://purchasing.chathamcounty.org</u>

For any additional questions regarding this bid , please contact Robert Marshall, Senior Procurement Specialist, at 912-790-1622.or <a href="marshal@chathamcounty.org">rmarshal@chathamcounty.org</a>

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.

# CHATHAM COUNTY HAS THE AUTHORITY TO REJECT ALL BIDS AND WAIVE MINOR FORMALITIES.

## "CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"

## MARGARET H. JOYNER, PURCHASING AGENT

SAVANNAH NEWS/PRESS INSERT: Dec. 19, 2011 & Jan. 4, 2012

Please send affidavit to:

**Chatham County Purchasing & Contracting Department** 

P.O. Box 15180

Savannah, Georgia 31416

(912) 790-1622