

INVITATION TO BID

PROPOSAL

BID NO. 11-1-3-4

PAVING FENWICK AVENUE

PREBID CONF: 2:00PM, AUGUST 4, 2010

BID OPENING: 2:00PM, AUGUST 18, 2010

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER HARRIS ODELL JR.

COMMISSIONER JAMES J. HOLMES

COMMISSIONER DAVID M. GELLATLY

COMMISSIONER PATRICK O. SHAY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER 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.**

☒ GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

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

☒ PROPOSAL

☐ PLANS/DRAWINGS - (Plans and Specifications are available and must be purchased at the Purchasing Department for \$50 non-refundable)

☒ BID SCHEDULE

☐ PERFORMANCE BOND - UPON AWARD OF CONTRACT

☐ PAYMENT BOND - UPON AWARD OF CONTRACT

☐ CONTRACT

☒ LEGAL NOTICE

☒ AFFIDAVIT OF PAYMENT

☒ ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. IMMIGRATION & SECURITY FORM; E. CONTRACTOR/SUBCONTRACTOR AFFIDAVIT & AGREEMENT; F. BIDDER'S CERT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION; F. DEBARMENT STATEMENT; G. NON-COLLUSIVE AFFIDAVIT

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

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

CURRENT TAX CERTIFICATE NUMBER

CITY _____

COUNTY _____

OTHER _____

The Chatham County of Commissioners have established goals to increase participation of minority and female owned businesses. In order to accurately document participation, businesses submitting bids or proposals are encouraged to report ownership status. A minority or female business is defined as a business with 51% or greater minority or female ownership. 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/female 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: July 12, 2010

BID NO. 11-1-3-4

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 The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, up to 2:00PM, AUGUST 18, 2010** at which time they will be opened and publicly read. **The County reserves the right to reject all 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 **pre-bid conference** has been scheduled to be conducted **at the Chatham County Purchasing & Contracting Office located at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, at 2:00PM, AUGUST 4, 2010** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. You are encouraged to attend.

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

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

This project is 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 Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 **How to Prepare Bid Proposals:** All bid proposals shall be:

- a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- b. Typewritten or completed with pen and 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, Post Office Box 15180, Savannah, Georgia 31416.**
 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 pre-bid conference.
- b. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may

have in writing not less than five (5) days prior to the opening of the bid.

- c. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.

- 1.5 **Failure to Bid:** If a bid is not submitted, the business should return this invitation to bid document, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **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 statute, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.11 **Contractor:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 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).

A copy of your licence must be a part of your bid documents at the time of the bid opening.

- 1.17 **Immigration:** On July 1, 2008 the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this

solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>. To find the E-Verify information.

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

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 five (5) 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 sixty (60) 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/ Warranty:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship for one year on all material and/or services. If, within the guarantee/warranty 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 Chatham County Purchasing Procedures Manual, 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 unresponsive 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 **is not** 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.

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

2.16.3 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 must ensure Certificate of Insurance are updated for the entire term of the County.
- f. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- g. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.

- h. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

2.16.4 **Additional Coverage for Specific Procurement Projects:**

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

<u>Minimum Limits:</u>	\$1 million per claim/occurrence
<u>Coverage Requirement:</u>	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.

Minimum Limits: All-Risk coverage equal 100% of contract value

Coverage Requirements: 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 **Indemnification:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

The CONTRACTOR'S obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price as shown in Article II or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR including, without limitation to, the insurance required to be maintained by the CONTRACTOR pursuant to Section II-4 of the Contract.

- 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 female owned businesses, through MBE/FBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A 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/Female Business Enterprise participation.

Goals established for this project is 30% MBE/ WBE combined.

- c. A Minority/Female Business Enterprise (M/FBE) is a business concern that is at least 51% owned by one or more minority/female individuals (2) and whose daily business operations are managed and directed by one or more of the minority/female 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 enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered nonresponsive.

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

Address: _____
City and State: _____
Contact: _____
Phone & Fax: _____
*Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____

- b. The awarded bid amount and project start date.
- c. Final cost of project and completion date.
- d. Number of change orders.
- e. Contracted project completion in days.
- f. Project completed on time. Yes___ No___ Days exceeded_____.
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project? If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

\$499,000 and less: Provide references from owners of at least three (3) projects of various sizes for which contractor was the prime contractor. Include government owners if possible. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) 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.

ADDITIONAL CONDITIONS

- 3.1 **Price Change:** Preference shall be given to the bidder submitting the lowest and best firm price as his bid. Should it be found that due to unusual market conditions it is to the best interest of the County to accept a price with an escalation clause, the following shall apply:

The contract price shall be frozen for a specified period. This period must be shown on your bid ~~11-1-3-4~~ Cost data to support any proposed increase must be submitted to the Purchasing Agent not less than ten (10) days prior to the effective date of any such requested price increase.

Any adjustment allowed shall consist of bona fide material cost increases which may be passed on to the consumer.

No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.

Bids indicating "price in effect at time of shipment" will be considered invalid.

- 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. **LIQUIDATED DAMAGES:** Failure to complete the work within the duration of **120 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 **\$500** 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 sureties 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 2.7 apply.
 - b. Warranty required.
 1. Standard warranty shall be offered with bid.
 2. Extended warranty shall be offered with bid. The cost of the extended warranty will be listed separately on the bid sheet.
- 3.5 **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 _____

SIGNATURE

TITLE

COMPANY

Phone / Fax No's.

SPECIAL CONDITIONS

PROJECT: Fenwick Avenue Paving

1. DESCRIPTION OF WORK:

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

A total of 0.273 miles of grading (complete), drainage, base and paving on Fenwick Avenue, Entelmann Street and Medford Street.

A location map, construction plans, technical specifications and special provisions for the projects are provided elsewhere in these contract documents.

All work under this contract shall be done in accordance with the Georgia Department of Transportation Standard Specifications, latest edition, subsequent supplemental specifications and special provisions included in and made a part of this proposal and plans.

Contract administration and inspection will be performed by Chatham County.

All materials used in the process of completion of the work included in the contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the responsibility of the bidder to carefully examine and fully understand the construction contract, construction plans, technical specifications, 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.

2. COMMENCEMENT AND COMPLETION: 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 120 calendar days after the 10-day period. The Contractor shall work continuously on the project after the Notice to Proceed is issued

3. MAINTENANCE: Once the Notice to Proceed has been issued, the Contractor is held responsible for all maintenance included within the limits of the project throughout the duration of the contract without exception.

4. LIQUIDATED DAMAGES: Failure to complete the work within the duration given in Item #2 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 in the amount of **\$500 for each calendar day** in excess of the authorized construction time.

5. **CONSTRUCTION SCHEDULE:** The Contractor shall prepare a detailed schedule showing progress dates and completion dates of all phases of each project. The schedule shall be presented to the County Engineer prior to commencing work and shall be updated and re-submitted to the Project Manager with each request for payment.
6. **LAYOUT OF THE WORK:** The requirements of Section 149 of the Georgia Department of Transportation specifications shall apply. The Contractor will layout his own construction survey work and be responsible for all measurements in connection therein.
7. **PAYMENT:** Quantities are approximate and payment shall be for actual in-place work measurements. Any quantity of material exceeding the contract amount shall be approved, in writing, by the County Engineer prior to completion of the work.
8. **SAFETY:** The project will be open to traffic at all times. Traffic safety is paramount. The Contractor will be responsible for all traffic signage, in accordance with the Manual on Uniform Traffic Control Devices, The Georgia Department of Transportation, and all other safety measures that will enhance the safety of the construction site. The contractor must submit a phased traffic control plan to the County Engineer for approval prior to commencing work. Any changes to the approved traffic control plan must be submitted to and approved in writing by the County Engineer.
9. **PRE-CONSTRUCTION CONFERENCE:** The Contractor shall attend a pre-construction conference prior to commencing any work.
10. **EXCESS DIRT:** Excess clean material, as determined by the engineer, removed from the site as the result of grading or other excavation shall be removed by the contractor. Debris and unsuitable material shall become the property of the contractor and removed from the site.
11. **DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor is required to certify a drug-free workplace for all employees including all sub-contractors.
12. **MINORITY PARTICIPATION GOAL:** The Contractor shall establish a goal of a minimum of 30% participation by minority owned businesses to function as sub-contractors. The contractor shall include a plan with the bid proposal to show how minority sub-contractors are to be encouraged to participate. Also, the contractor shall provide documentation showing the procedures actually accomplished to meet the goal. Should the goal not be met, the documentation will provide evidence that a concerted effort to solicit minority sub-contractors was made. The Contractor will submit a quarterly report to the County Engineer during the duration of the project describing the effectiveness of the minority participation. A final report must accompany the final payment request. A copy of the form to be used for the quarterly and final Minority Business Enterprise (M.B.E.) report is enclosed in the contract documents.
13. **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.
14. **USE OF CITY OF SAVANNAH WATER SERVICE:** If Contractor desires the use of City of Savannah owned water supply system for construction of this project, then the Contractor is required to contact Ebrahim Ghazi (912-651-6573) at least 24 hours before use.

15. 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:

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.

16. SAMPLING AND TESTING OF MATERIALS:

All sampling and testing services shall be performed by an independent testing agency which operates in accordance to ASTM D3470 and E329, latest edition, and accepted by the County Engineer, at the contractor's expense. All sampling and testing will be in accordance with the Georgia Department of Transportation Standard Specifications and Sampling, Testing and Inspection Guide except as modified here. It should be understood that these are minimum requirements and that additional testing may be requested by the Engineer as needed. A copy of all test reports shall be sent to the Engineer. The cost associated with testing should be included in the bid price for that item.

a. Section 207 Backfill for Minor Structures - One sample per major soil type shall be taken to ensure that the material meets requirements for Type 1 Backfill material, unless embankment material is used which has already been established as meeting the Class IIB3 or better soil requirement. One in-place density test shall be taken for every three lines of longitudinal pipe between drainage structures or every 1,000 feet, whichever is less. One in-place density test shall be taken for every cross drain pipe which passes under the road. One in-place density test shall be taken for every five drainage structures. Required compaction is 95% of the maximum dry density with optimum moisture content as determined by the testing agency. Testing as per GDT 7.

b. Section 208 Embankment- One sample per major soil type shall be taken to ensure that the material meets the requirement for Class IIB3 or better soils as per GDOT Standard Specification 810.2.01. One in-place density test shall be taken per area of embankment constructed at one time on every other lift, or every 2,000 cubic yards, whichever is less. Required compaction is a minimum of 95% of the maximum dry density and optimum moisture content as determined by the testing agency. Any areas that fail a compaction test must pass a retest prior to any additional embankment being placed at that location. Testing as per GDT 7, 20, 21, 24a, 24b, 59, 67.

- c. Section 209 Subgrade - One in-place density test shall be taken per every 1,000 linear feet, maximum 24 foot width, for each section set up at one time. Compaction shall be a minimum of 100% of maximum dry density and optimum moisture content as determined by the testing agency. Any areas that fail a compaction test must pass a retest prior to placement of base course. The subgrade shall be proof rolled with a loaded dump truck and approved by the Engineer prior to placement of any base course. Testing as per GDT 7, 20, 24a, 24b, 59, 67.
- d. Section 310 Graded Aggregate Construction - One thickness measurement and one in-place density test per 1,000 linear feet, maximum 24 foot width, for each section set up at one time. A proof roll with a loaded dump truck may be required by the Engineer prior to placement of any asphalt or bituminous prime coat. Testing as per GDT 21, 59.
- e. Section 400 & 402 Hot Mix Asphalt Construction - The contractor shall be responsible for comparison testing and quality assurance according to GDOT Standard Specification 400.3.06.A. 3.4. and compaction testing according to GDOT Standard Specification 400.3.06.B. This testing may be waived by the Engineer for projects with a total of 500 tons or less of asphalt.
- f. Section 441 Miscellaneous Concrete - One set of test cylinders per each 100 cumulative cubic yards or one set per week if placement is less than 100 cumulative cubic yards per week. Air and slump test are required when cylinders are made and as necessary to insure adequate control. Cylinders shall be tested at 28 days in accordance with ASTM C39.
- g. Section 500 Concrete Structures - One set of test cylinders per each 50 cubic yards or fraction thereof placed daily. Air and slump test are required when cylinders are made and approximately every third load thereafter to insure adequate control. Cylinders may be waived for certain items such as pipe headwalls, spillways, class B pavement widening, or other miscellaneous items as determined by the Engineer. Cylinders shall be tested at 28 days in accordance with ASTM C39. Additional cylinders may be taken for early breaks as necessary.

17. TREE PROTECTION & REMOVAL

Individual trees greater than 8" DBH and located outside of the construction limits (cut and fill lines) shall not be removed unless specifically called out for removal. All such trees, as well as those specifically labeled for protection, shall be protected per the County tree protection standards for road construction projects. If the contractor feels a tree should be removed that is not shown as such, he shall notify the engineer immediately so that a determination can be made. Further, during construction, the engineer may identify additional trees within the project limits that must be removed in the interest of safety and/or maintenance. In either case, the contractor shall remove such trees at the direction of the engineer at no additional cost to the County.

18. FIRE HYDRANT RELOCATION

Contact Frank Banks at (912) 651-6573 with the City of Savannah Water and Sewer Department for specific relocation requirements, a minimum of 48 hours prior to relocation of said hydrant.

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 if he/she fails to enter a contract with Chatham County as stated in (B) above, within fifteen (15) days of the date on which he/she is awarded the bid, and/or;
- E. Forfeit the amount of the Performance Bond if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:
 - 1. The difference between his/her bid and the next lowest, responsible bid that has not expired or been withdrawn, or;
 - 2. The difference between his/her bid and the amount of the lowest, responsible bid received as a result of rebidding, including all costs related to rebidding.

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

PROPOSAL

SPECIFICATIONS FOR:

PAVING FENWICK AVENUE

BID NO. 11-1-3-4

This project is located in the Lamarville community just west of Savannah in, Chatham County, Georgia.

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

A total of 0.273 miles of grading (complete), drainage, base and paving on Fenwick Avenue, Entelmann Street and Medford Street.

A location map, construction plans, technical specifications and special provisions for the projects are provided elsewhere in these contract documents.

All work under this contract shall be done in accordance with the Georgia Department of Transportation Standard Specifications, latest edition, subsequent supplemental specifications and special provisions included in and made a part of this proposal and plans.

Contract administration and inspection will be performed by Chatham County.

All materials used in the process of completion of the work included in the contract will be furnished from Georgia

The project includes **liquidated damages** for not completing work within the specified time.

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 120 CALENDAR DAYS AFTER THE TEN
DAY PERIOD.**

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 15 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” SHEET COMPLETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO M/WBE SUBCONTRACTORS / SUPPLIERS.**
- 6. SECTION 2.28 OF ITB (page 15) REFERENCES:** Read this section and submit the correct number of “References” (based on total dollar amount of project) Note: Supply ALL the information that is requested for each Reference. **NOTE:** *Forms for Reference Information are attached to this Bid Package.*
- 7. COMPLETE AND SUBMIT ALL *ATTACHMENTS* TO THE ITB (Attachments A thru G).**
- 8. SUBMIT A COPY OF YOUR *STATE OF GEORGIA CONTRACTORS LICENSE*.**

NAME / TITLE

COMPANY

ADDRESS

PHONE / FAX NO'S.

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
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ROADWAY

150-1000	TRAFFIC CONTROL - FENWICK AVENUE	LS	1		
207-0203	FOUND BK FILL MATL. TP II	CY	5		
210-0100	GRADING COMPLETE - FENWICK AVENUE	LS	1		
310-1101	GR AGGR BASE CRS. INCL MATL	TN	1500		
318-3000	AGGR SURF CRS	TN	210		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	370		
413-1000	BITUM TACK COAT	GL	80		
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	320		
441-0304	CONC SPILLWAY, TP 4	EA	2		
441-6002	CONC CURB & GUTTER, 6 IN X 18 IN, TP 2	LF	340		
441-9991	CONC CURB & GUTTER, 6.5 IN X 24 IN, ROLLED	LF	2500		
500-3101	CLASS A CONCRETE	CY	1		
500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	3		
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	45		
611-8050	ADJUST MANHOLE TO GRADE	EA	4		
634-1200	RIGHT OF WAY MARKERS	EA	8		
635-1000	BARRICADES	LF	34		
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	230		
670-9710	RELOCATE EXIST FIRE HYDRANT	EA	1		
	PERMANENT EROSION CONTROL				
603-2180	STN DUMPED RIP RAP, TP 3, 12 IN	SY	50		
603-7000	PLASTIC FILTER FABRIC	SY	50		
706-1003	TURF ESTABLISHMENT, TP C	AC	2		
	TEMPORARY EROSION CONTROL				
163-0232	TEMPORARY GRASSING	AC	3		
163-0240	MULCH	TN	20		
163-0300	CONSTRUCTION EXIT	EA	3		
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	EA	1		
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	270		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	3		
163-9991	MULCH FILTER BERM	LF	180		
165-0020	MAINTENANCE OF TEMPORARY SILT FENCE, TP B	LF	600		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	500		
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	135		
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	EA	1		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	3		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	3		
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	2		
167-1500	WATER QUALITY INSPECTIONS	MO	6		
171-0020	TEMPORARY SILT FENCE, TYPE B	LF	1200		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	1000		
700-8000	FERTILIZER MIXED GRADE	TN	1		
	SIGNING AND MARKING				
611-5551	RESET SIGN	EA	4		
636-1020	HIGHWAY SIGNS, TP I MATL, REFL SHEETING, TP 3	SF	22		
636-1033	HIGHWAY SIGNS, TP I MATL, REFL SHEETING, TP 9	SF	38		
636-2070	GALV STEEL POSTS, TP 7	LF	123		
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	330		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	41		

CONSTRUCTION TOTAL _____

Name / Title

Company

Address

Phone / Fax No's.

BID SHEET FOR: FENWICK AVENUE

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:

[illegible]

SIGNED: _____

CONTRACTOR

[illegible]

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Section 161—Control of Soil Erosion and Sedimentation

Add the following:

161.1 General Description

This Work includes using control measures shown on the Plans, ordered by the Engineer, or as required during the life of the Contract to control soil erosion and sedimentation through the use of any of the devices or methods referred to in this Section.

161.1.01 Definitions

Certified Personnel— certified personnel are defined as persons who have successfully completed the Level IA certification course approved by the Georgia Soil and Water Conservation Commission. For Department projects the certified person must also have successfully completed the Department's WECS certification course.

Design Professional as defined in the current GAR100002 NPDES permit.

161.1.02 Related References

A. Standard Specifications

Section 105—Control of Work

Section 106—Control of Materials

Section 107—Legal Regulations and Responsibility to the Public

Section 109—Measurement and Payment

Section 160—Reclamation of Material Pits and Waste Areas

Section 162—Erosion Control Check Dams

Section 163—Miscellaneous Erosion Control Items

Section 166—Restoration or Alteration of Lakes and Ponds

Section 170—Silt Retention Barrier

Section 171—Temporary Silt Fence

Section 205—Roadway Excavation

Section 434—Sand Asphalt Paved Ditches

Section 441—Miscellaneous Concrete

Section 603—Rip Rap

Section 700—Grassing

Section 710—Permanent Soil Reinforcing Mat

Section 715—Bituminous Treated Roving

Section 716—Erosion Control Mats (Blankets)

Erosion control measures contained in the Specifications include:

Erosion Control Measure	Section
Temporary Check Dams	<u>163.3.05.J</u>

Erosion Control Measure	Section
Bituminous Treated Mulch	<u>700.3.05.G</u>
Concrete Paved Ditches	<u>441</u>
Bituminous Treated Roving	<u>715</u>
Erosion Control Mats (Blankets)	<u>716</u>
Erosion Control Check Dams	<u>162</u>
Grassing	<u>700</u>
Maintenance of Temporary Erosion Control Devices	<u>165</u>
Permanent Soil Reinforcing Mat	<u>710</u>
Reclamation of Material Pits and Waste Areas	<u>160</u>
Rip Rap	<u>603</u>
Restoration or Alteration of Lakes and Ponds	<u>166</u>
Sand-Asphalt Ditch Paving	<u>434</u>
Sediment Basin	<u>163.3.05.C</u>
Silt Control Gate	<u>163.3.05.A</u>
Silt Retention Barrier	<u>170</u>
Sod	<u>700.3.05.H & 700.3.05.I</u>
Mulch	<u>163</u>
Temporary Grassing	<u>163.3.05.F</u>
Temporary Silt Fence	<u>171</u>
Temporary Slope Drains	<u>163.3.05.B</u>
Triangular Sediment Barrier	<u>720</u>
Silt Filter Bag	<u>719</u>
Organic & Synthetic Material Fiber Blanket	<u>713</u>

B. Referenced Documents

Erosion and Sedimentation Pollution Control Plans (ESPCP)

161.1.03 Submittals

A. Status of Erosion Control Devices

The Worksite Erosion Control Supervisor (WECS) or certified personnel will inspect the installation and maintenance of the Erosion Control Devices according to Subsection 167.3.05.B and the ESPCP.

1. Submit all reports to the Engineer within 24 hours of the inspection. Refer to Subsection 167.3.05.C for report requirements.
2. The Engineer will review the reports and inspect the Project for compliance and concurrence with the submitted reports.
3. The Engineer will notify the WECS or certified personnel of any additional items that should be added to the reports.
4. Items listed in the report requiring maintenance or correction shall be completed within 72 hours.

B. Erosion and Sedimentation Pollution Control Plan

1. Project Plans

An erosion and sedimentation pollution control plan (ESPCP) for the construction of the project will be provided by the Department. The ESPCP will be prepared for the various stages of construction necessary to complete the project.

If the Contractor elects to alter the stage construction from that shown in the plans, it will be the responsibility of the Contractor to have the plans revised and prepared in accordance with the current GAR100002 NPDES permit by a Design Professional to reflect all changes in Staging. This will also include any revisions to erosion and sedimentation control item quantities. If the changes affect the Comprehensive Monitoring Program (CMP), the Contractor will be responsible for any

revisions to the CMP as well. Submit revised plans and quantities to the Engineer for review prior to land disturbing activities.

2. Haul Roads, Borrow Pits, Excess Material Pits, etc.

The Contractor is responsible for preparing erosion and sedimentation control plans for construction access roads and or haul roads borrow pits, excess material pits, etc (inside the Right of Way). Prepare these plans for all stages of construction and include the appropriate items and quantities. Submit these plans to the Engineer for review prior to land disturbing activities. These plans are to be prepared by a Design Professional.

If construction of access roads, haul roads, borrow pits, excess material pits, etc., (inside the Right of Way) encroach within the 25 foot (7.6 m) buffer along the banks of all state waters or within the 50 ft. (15 m) buffer along the banks of any state waters classified as a "trout stream", a state water buffer variance must be obtained by the Contractor prior to beginning any land disturbing activity in the stream buffer.

3. Erosion Control for Borrow and Excess Material Pits Outside the Right-of-Way

Erosion control for borrow pits and excess material pits outside the right of way is the responsibility of the Contractor. If borrow or excess material pits require coverage under the National Pollutant Discharge Elimination System permit (NPDES) or other permits or variances are required, submit a copy of all documentation required by the permitting agency to the Engineer. All costs associated with complying with local, state, and federal laws and regulations are the responsibility of the Contractor.

4. Culverts and Pipes

The ESPCP does not contain approved methods to construct a stream diversion or stream diversion channel. The Contractor shall prepare a diversion plan utilizing a Design Professional as defined in the current NPDES permit. See Subsection 161.3.05 G for additional information.

5. Temporary Asphalt or Concrete Batch Plants

In addition to the requirements of any applicable specifications, if the Department authorizes the temporary installation and use of any asphalt, concrete or similar batch plants within its right of way, the contractor shall submit an NOI to the Georgia Environmental Protection Division for coverage under the following NPDES permits; The Infrastructure permit for the construction of the plant, and the Industrial permit for the operation of, such a plant. The contractor shall submit the NOIs as both the Owner and the Operator.

161.2 Materials

General Provisions 101 through 150.

161.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

161.3 Construction Requirements

161.3.01 Personnel

A. Duties of the Worksite Erosion Control Supervisor

Before beginning Work, designate a Worksite Erosion Control Supervisor (WECS) to initiate, install, maintain, inspect, and report the condition of all erosion control devices as described in Sections 160 through 171 or in the Contract and ESPCP documents. The designee shall submit their qualifications on the Department provided resume form for consideration and approval. The contractor may utilize additional persons having WECS qualifications to facilitate compliance however, only one WECS shall be designated at a time.

The WECS and alternates shall:

- Be an employee of the Prime Contractor.
- Have at least one year of experience in erosion and sediment control, including the installation, inspection, maintenance and reporting of BMPs.
- Successfully completed the Georgia Soil and Water Conservation Commission Certification Course Level IA and the Department's WECS Certification Course.
- Provide phone numbers where the WECS can be located 24 hours a day.

The WECS' duties include the following:

1. Be available or have an approved representative available 24 hours a day and have access to the equipment, personnel, and materials needed to maintain erosion control and flooding control.

2. Inform the Engineer in writing whenever the alternate WECS assumes project responsibilities.
3. Ensure that erosion control deficiencies are corrected within seventy two (72) hours or immediately during emergencies. Deficiencies that interfere with traffic flow, safety or downstream turbidity are to be corrected immediately.
4. During heavy rain, have the construction area patrolled day or night, any day of the week to quickly detect and correct erosion or flooding problems before they interfere with traffic flow, safety, or downstream turbidity.
5. Be on the site within three (3) hours after receiving notification of an emergency prepared to positively respond to the conditions encountered. The Department may handle emergencies without notifying the Contractor. The Department will recover costs for emergency maintenance work according to Subsection 105.15, "Failure to Maintain Roadway or Structures."
6. Maintain and submit for project record, "As-built" Erosion and Sedimentation Control Plans that supplement and graphically depict EC-1 reported additions and deletions of BMPs. The As-Built plans are to be accessed and retained at a Department facility at all times.
7. Ensure that both the WECS and the alternate meet the criteria of this Subsection.
8. The WECS shall maintain a current certification card for the duration of the project. Recertification of the WECS will be required prior to the expiration date shown on the Certification card in order to remain as Certified Personnel and the WECS for the project.

Failure of the WECS or alternate to perform the duties specified in the Contract, or whose performance, has resulted in a citation being received from a State or Federal Regulatory Agency, e.g. the Georgia Environmental Protection Division, shall result in one or more of the following;

- Suspension of the WECS' certification for a period of not less than 30 days
- Removal of the Contractor's project superintendent in accordance with Subsections 105.05 and 108.05 for a period not less than 14 days
- Department wide revocation of the WECS certification for a period of 12 months
- Removal of the Contractor's project superintendent in accordance with Subsections 105.05 and 108.05

161.3.02 Equipment

General Provisions 101 through 150.

161.3.03 Preparation

General Provisions 101 through 150.

161.3.04 Fabrication

General Provisions 101 through 150.

161.3.05 Construction

Coordinate the temporary and permanent erosion control provisions in this Specification with the permanent erosion control provisions in the Contract to ensure economical, effective, and continuous erosion control throughout the construction and post-construction periods.

At all times that land disturbing activity is underway, a person meeting the requirements of, "certified person" by the GSWCC (Level 1A) must be on the project.

A. Control Dust Pollution

The contractor shall keep dust pollution to a minimum during any of the activities performed on the project. It may be necessary to apply water or other BMPs to roadways or other areas reduce pollution.

B. Perform Permanent or Temporary Grassing

Perform permanent grassing, temporary grassing, or mulching on cut and fill slopes weekly (unless a shorter period is required by Subsection 107.23) during grading operations. When conditions warrant, the Engineer may require more frequent intervals.

Under no circumstances shall the grading (height of cut) exceed the height operating range of the grassing equipment. It is extremely important to obtain a cover, whether it is mulch, temporary grass or permanent grass. Adequate mulch is a must.

When grading operations or other soil disturbing activities have stopped, perform grassing or erosion control as shown in the Plans, as shown in an approved Plan submitted by the Contractor, or as directed by the Engineer.

C. Seed and Mulch

Refer to Subsection 161.3.05.B, "Perform Permanent or Temporary Grassing".

D. Implement Permanent or Temporary Erosion Control

1. Silt fence shown along the perimeter, e.g. right of way, and sediment containment devices, e.g. sediment basins, shall be installed prior to or concurrently with clearing and grubbing operations.
2. Incorporate permanent erosion control features into the Project at the earliest practicable time, e.g. velocity dissipation, permanent ditch protection.
3. Use temporary erosion control measures to address conditions that develop during construction but were unforeseen during the design stage.
4. Use temporary erosion control measures when installation of permanent erosion control features cannot be accomplished.

The Engineer has the authority to:

- Limit the surface area of erodible earth material exposed by clearing and grubbing.
- Limit the surface area of erodible earth material exposed by excavation and borrow and fill operations.
- Limit the area of excavation, and embankment operations in progress to correspond with the Contractor's ability to keep the finish grading, mulching, seeding, and other permanent erosion control measures current.
- Direct the Contractor to provide immediate permanent or temporary erosion control to prevent contamination of adjacent streams or water courses, lakes, ponds, or other areas of water impoundment.

Such Work may include constructing items listed in the table in Subsection 161.1.02.A, "Related References" or other control devices or methods to control erosion.

E. Erodible Area

NOTE: Never allow the surface area of erodible earth material exposed at one time to exceed 17 acres (7 ha) except as approved by the State Construction Engineer.

The maximum of 17 acres (7 ha) of exposed erodible earth applies to the entire Project and to all of its combined operations as a whole, not to the exposed erodible earth of each individual operation.

Upon receipt of a written request from the contractor the State Construction Engineer, or his designee, will review; the request, any justifications and the Project conditions for waiver of the 17 acres (7 ha) limitation.

If the 17 acre limitation is increased by the State Construction Engineer, the WECS shall not be assigned to another project in that capacity and should remain on site each work day that the exposed acreage exceeds 17 acres.

After installing temporary erosion control devices, e.g., grassing, mulching, stabilizing an area, and having it approved by the Engineer, that area will be released from the 17 acres (7 ha) limit.

F. Perform Grading Operations

Perform the following grading operations:

1. Complete each roadway cut and embankment continuously, unless otherwise specified in the Contract or ordered by the Engineer.
2. Maintain the top of the earthwork in roadway sections throughout the construction stages to allow water to run off to the outer edges.
3. Provide temporary slope drain facilities with inlets and velocity dissipaters (straw bales, silt fence, aprons, etc.) to carry the runoff water to the bottom of the slopes. Place drains at intervals to handle the accumulated water.
4. Continue temporary erosion control measures until permanent drainage facilities have been constructed, pavement placed, and the grass on planted slopes stabilized to deter erosion.

G. Perform Construction in Rivers and Streams

Perform construction in river and stream beds as follows:

1. Unless otherwise agreed to in writing by the Engineer, restrict construction operations in rivers, streams, and impoundments to:

- Areas where channel changes or access for construction are shown on the Plans to construct temporary or permanent structures.
2. If channel changes or diversions are not shown on the Plans, the Contractor shall develop diversion plans prepared in accordance with the current GAR100002 NPDES Infrastructure Construction permit utilizing a design professional as defined within the permit. The Engineer will review prepared diversion plans for content only and accepts no responsibility for design errors or omissions. Amendments will be made part of the project plans by attachment. Include any associated costs in the price bid for the overall contract. Any contract time associated with the submittal or its review and subsequent response will not be considered for an extension of Contract time. All time associated with this subsection shall be considered incidental.
 3. If additional access for construction or removal of work bridges, temporary roads/access or work platforms is necessary, and will require additional encroachment upon river or stream banks and bottoms, the contractor shall prepare a plan in accordance with the current GAR100002 NPDES Infrastructure Construction permit utilizing a design professional as defined within the permit. Plans should be submitted at least 12 weeks prior to the date the associated work is expected to begin. If necessary, the plan will be provided to the appropriate regulating authority, e.g. United States Army Corps of Engineers by the Department for consideration and approval. No work that impacts areas beyond what has been shown in the approved plans will be allowed to begin until written approval of the submitted plan has been provided by the Department. Approved plan amendments will be made part of the project plans by attachment. Include any associated costs in the price bid for the overall contract. Any contract time associated with the submittal or its review and subsequent response will not be considered for an extension of Contract time. All time associated with this subsection shall be considered incidental.
 4. Clear rivers, streams, and impoundments of the following as soon as conditions permit:
 - Falsework
 - Piling that is to be removed
 - Debris
 - Other obstructions placed or caused by construction operations
 5. Do not ford live streams with construction equipment.
 6. Use temporary bridges or other structures that are adequate for a 25-year storm for stream crossings. Include costs in the price bid for the overall contract.
 7. Do not operate mechanized equipment in live streams except to construct channel changes or temporary or permanent structures, and to remove temporary structures, unless otherwise approved in writing by the Engineer.

H. State Water Buffers and Environmental Restrictions

1. The WECS shall review the plans and contract documents for environmental restrictions, Environmentally Sensitive Areas (ESA), e.g. buffers, etc prior to performing land disturbing activities.
2. The WECS shall ensure all parties performing land disturbing activities within the project limits are aware of all environmental restrictions.
3. Buffer delineation shall be performed prior to clearing, or any other land disturbing activities. Site conditions may require temporary delineation measures are implemented prior to the installation of orange barrier/safety fencing. The means of temporary delineation shall have the Engineer's prior approval.
4. The WECS shall allow the Engineer to review the buffer delineation prior to performing any land disturbing activities, including but not limited to clearing, grubbing and thinning of vegetation. Any removal and relocation of buffer delineation based upon the Engineer's review will not be measured for separate payment.
5. The WECS shall advise the Engineer of any surface water(s) encountered that are not shown in the plans. The WECS shall prevent land disturbing activities from occurring within surface water buffers until the Engineer provides approval to proceed.

I. General Requirements

Projects that consist of asphalt resurfacing, shoulder reconstruction and/or shoulder widening; schedule and perform the construction of the project to comply with the following:

After temporary and permanent erosion control devices are installed and the area permanently stabilized (temporary or permanent) and approved by the Engineer, the area may be released from the 1 acre (0.4 ha) limit.

The maximum of 1 acre (0.4 ha) of erodible earth applies to the entire project and to all combined operations, including borrow and excess material operations that are within the right of way, not 1 acre (0.4 ha) of exposed erodible earth for each operation.

NOTE: Never allow the surface area of erodible earth material exposed at one time to exceed 1 acre (0.4 ha).

1. Do not allow the disturbed exposed erodible area to exceed 1 acres (0.4 ha). This 1 acre (0.4 ha) limit includes all disturbed areas relating to the construction of the project including but not limited to slope and shoulder construction.
2. At the end of each working day, permanently stabilize all of the area disturbed by slope and shoulder reconstruction to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment. For purposes of this Specification, the end of the working day is defined as when the construction operations cease. For example, 6:00 a.m. is the end of the working day on a project that allows work only between 9:00 p.m. and 6:00 a.m.)
3. Stabilize the cut and fill slopes and shoulder with permanent or temporary grassing and a Wood Fiber Blanket (Section 713, Type II). Mulching is not allowed. Borrow pits, soil disposal sites and haul roads will not require daily applications of wood fiber blanket. The application rate for the Wood Fiber Blanket on shoulder reconstruction is the rate specified for Shoulders. For shoulder reconstruction, the ground preparation requirements of Subsection 700.3.05.A.1 are waived. Preparation consists of scarifying the existing shoulders 4 to 6 in (100 to 150 mm) deep and leaving the area in a smooth uniform condition free from stones, lumps, roots or other material.
4. If a sudden rain event occurs that would not allow the Contractor to apply the Type II Wood Fiber Blanket per Section 713, install Wood Fiber Blanket Type I per Section 713 if directed by the Engineer. Wood Fiber Blanket Type I application is for emergency use only.

Install temporary grass or permanent grass according to seasonal limitations and Specifications. When temporary grass is used, use the overseeding method (Subsection 700.3.05.E.4) when planting permanent grass.

3. Remove and dispose of all material excavated for the trench widening operation at an approved soil disposal site by the end of each working day. When shoulder reconstruction is required, this material may be used to reconstruct the graded shoulder after all asphaltic concrete pavement has been placed.
4. Provide immediate permanent and/or temporary erosion control measures for borrow pits, soil disposal sites and haul roads to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment.
5. Place asphalt in the trench the same day as the excavation occurs. Place asphalt or concrete in driveways and side roads being re-graded the same day as the excavation occurs. Stabilize any disturbed or exposed soil that is not covered with asphalt with a Wood Fiber Blanket (and grass seed). Payment will be made for the Wood Fiber Blanket and grass seed only if the shoulder has been constructed to final dimensions and grade and no further grading will be required.
6. Do not allow the grading (height of cut or fill) to exceed the operating range of the grassing equipment.
7. When grading operations or other soil disturbing activities are suspended, regardless of the reason, promptly perform all necessary permanent stabilization and/or erosion control work.
8. Use temporary erosion control measures to:
 - To correct conditions that develop during construction but were unforeseen during the design stage.
 - To use as needed before installing permanent erosion control features.
 - To temporarily control erosion that develops during normal construction practices but are not associated with permanent control features on the Project.
9. When conditions warrant, such as unfavorable weather (rain event), the Engineer may require more frequent intervals for this work.

161.3.06 Quality Acceptance

Before Final Acceptance of the Work, clean drainage structures within the project limits, both existing and newly constructed, and ensure that they are functioning properly. Costs to accomplish this work are incidental and shall be included in the overall bid for the Contract.

161.3.07 Contractor Warranty and Maintenance

Maintain the erosion control features installed to:

- Contain erosion within the limits of the right-of-way
- Control storm water discharges from disturbed areas

Effectively install and maintain the erosion control features. Ensure these features contain the erosion and sediment within the limits of the rights of way and control the discharges of storm-water from disturbed areas to meet all local, state, and federal requirements on water quality.

If a construction Project has separate contractors, the Prime Contractor shall maintain the erosion control features at grading sites as acceptable to the Engineer until the Contract is accepted. If any erosion control devices are damaged by any contractor either by neglect, by construction methods, or any other reasons, including acts of nature, they shall be repaired within 24 hours by the Prime Contractor at no cost to the Department.

161.4 Measurement

Control of soil erosion and sedimentation is not measured separately for payment.

161.4.01 Limits

General Provisions 101 through 150.

161.5 Payment

When no pay item is shown in the Contract, the requirements of this Specification and the Erosion Control Plan shall be in full effect. The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submitted with the exception of inspections performed by qualified personnel which will be included in Section 167.

When listed as a pay item in the Contract, payment will be made at the unit price bid for each particular item.

No payment will be made for erosion control outside the Right-of-Way or construction easements except as provided for by the Plans.

161.5.01 Enforcement and Adjustments

A. Failure to Provide a WECS

If a designated WECS is not maintained or if the Contractor does not comply with this Specification, cease activities except traffic control and erosion control work. Monies that are due or that may become due also may be withheld according to the Specifications

B. Failure to submit reports

A non-refundable deduction will be taken from the schedule below whenever the WECS fails to submit completed reports required by Subsection 167.3.05.C in accordance with the provisions of this specification.

C. Failure to Comply with Specifications

If the Contractor fails to comply with any of the requirements of this Specification, all activities shall cease immediately except traffic control and erosion control related work.

Monies that are currently due or that may become due shall be withheld according to the specifications. In addition, nonrefundable monies shall be deducted from the contract as shown in the Schedule of Deductions table below. These deductions are in addition to any actions taken in the above subsections. Deductions assessed for uncorrected deficiencies shall continue until all corrections are completed to the satisfaction of the Engineer.

D. Receipt of a Consent Order or Notice of Violation, etc

Regulatory enforcement actions will be resolved including at a minimum the following steps;

- The Department will perform an internal review of the alleged violations
- The Department will then meet with the Contractor to review and further determine responsibilities for the alleged violations
- The Department will then arrange to collectively meet with the regulatory agencies to negotiate resolutions and/or settlements.

The Department does not waive any rights of the Contractor to resolve such matters however, in the event that regulatory agency communication is addressed jointly to the Department and to the contractor, the Department reserves the right to coordinate all communications, e.g., written correspondence, and to schedule jointly attended meetings with Regulatory agencies such that timely and accurate responses are known to the Department.

Such Orders or Notices may result in the assessment of Deductions from the table below for each day the condition remains non-compliant following an agreed remedy.

Monetary penalties for which the contractor is obligated for as a result of regulatory enforcement may be withheld from future monies due the contractor.

Schedule of Deductions for Each Calendar Day of Erosion Control Deficiencies Initial Occurrence* Original Total Contract Amount		
From More Than	To and Including	Daily Charge
0	\$100,000	\$750
\$100,000	\$1,000,000	\$1125

\$1,000,000	\$5,000,000	\$2000
\$5,000,000	\$15,000,000	\$3000
\$15,000,000	-	\$5000

*Continued non-compliance with the requirements of this specification may result in the doubling of the above tabulated Daily Charge.

Upon written request from the Contractor, the Engineer may allow, limited activities to concurrently proceed once significant portions of the corrective work have been completed. This authorization may be similarly rescinded if in the opinion of the Engineer corrective work is not being diligently pursued.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Section 163—Miscellaneous Erosion Control Items

Delete Section 163 and substitute the following:

163.1 General Description

This work includes constructing and removing:

- Silt control gates
- Temporary erosion control slope drains shown on the Plans or as directed
- Sediment basins
- Baled straw sediment barrier and check dams
- Other temporary erosion control structures shown on the Plans or directed by the Engineer

This work also includes applying mulch (straw or hay, erosion control compost), and temporary grass.

163.1.01 Related References

A. Standard Specifications

Section 109—Measurement and Payment

Section 161—Control of Soil Erosion and Sedimentation

Section 171—Temporary Silt Fence

Section 500—Concrete Structures

Section 603—Rip Rap

Section 700—Grassing

Section 715—Bituminous Treated Roving

Section 720 – Triangular Silt Barrier

Section 822—Emulsified Asphalt

Section 860—Lumber and Timber

Section 863—Preservative Treatment of Timber Products

Section 890—Seed and Sod

Section 893—Miscellaneous Planting Materials

B. Referenced Documents

AASHTO M252

AASHTO M294

163.1.02 Submittals

Provide written documentation to the Engineer as to the average weight of the bales of mulch.

163.2 Materials

Provide materials shown on the Plans, such as pipe, spillways, wood baffles, and other accessories including an anti-seep collar, when necessary. The materials shall remain the Contractor's property after removal, unless otherwise shown on the Plans.

Materials may be new or used; however, the Engineer shall approve previously used materials before use.

Materials shall meet the requirements of the following Specifications:

Material	Section
Mulch	<u>893.2.02</u>
Temporary Silt Fence	<u>171</u>
Concrete Aprons and Footings shall be Class A	<u>500</u>
Rip Rap	<u>603</u>
Temporary Grass	<u>700</u>
Bituminous Treated Roving	<u>715</u>
Triangular Silt Barrier	<u>720</u>
Lumber and Timber	<u>860.2.01</u>
Preservative Treatment of Timber Products	<u>863.1</u>
Corrugated Polyethylene Temporary Slope Drain Pipe	AASHTO M252 or M294

163.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

163.3 Construction Requirements

163.3.01 Personnel

General Provisions 101 through 150.

163.3.02 Equipment

General Provisions 101 through 150.

163.3.03 Preparation

General Provisions 101 through 150.

163.3.04 Fabrication

General Provisions 101 through 150.

163.3.05 Construction

A. Silt Control Gates

If silt control gates are required or are directed by the Engineer, follow these guidelines to construct them:

1. Clear and grade only that portion of the roadway within the affected drainage area where the drainage structure will be constructed.
2. Construct or install the drainage structure and backfill as required for stability.
3. Install the silt control gate at the inlet of the structure. Use the type indicated on the Plans.

4. Vary the height of the gate as required or as shown on the Plans.
5. Finish grading the roadway in the affected drainage area. Grass and mulch slopes and ditches that will not be paved. Construct the ditch paving required in the affected area.
6. Keep the gate in place until the work in the affected drainage area is complete and the erodible area is stabilized.
7. Remove the Type 1 silt gate assembly by sawing off the wood posts flush with the concrete apron. Leave the concrete apron between the gate and the structure inlet in place. The gate shall remain the property of the Contractor.

B. Temporary Slope Drains

If temporary slope drains are required, conduct the roadway grading operation according to Section 161 and follow these guidelines:

1. Place temporary pipe slope drains with inlets and velocity dissipaters (straw bales, silt fence, or aprons) according to the Plans.
2. Securely anchor the inlet into the slope to provide a watertight connection to the earth berm. Ensure that all connections in the pipe are leak proof.
3. Place temporary slope drains at a spacing of 350 ft (105 m) maximum on a 0% to 2% grade and at a spacing of 200 ft (60m) maximum on steeper grades, or more frequently as directed by the Engineer. Keep the slope drains in place until the permanent grass has grown enough to control erosion.
4. Remove the slope drains and grass the disturbed area with permanent grass. However, the temporary slope drains may remain in place to help establish permanent grass if approved by the Engineer.

C. Sediment Basins

Construct sediment basins according to the Plans at the required location, or as modified by the Engineer.

1. Construct the unit complete as shown, including:
 - Grading
 - Drainage
 - Rip rap
 - Spillways
 - Anti-seep collar
 - Temporary mulching and grassing on internal and external slopes
 - Accessories to complete the basin
2. When the sediment basin is no longer needed, remove and dispose of the remaining sediment.
3. Remove the sediment basin. Grade to drain and restore the area to blend with the adjacent landscape.
4. Mulch and permanently grass the disturbed areas according to Section 700.

D. Sediment Barrier (baled straw)

Construct sediment barrier (baled straw) according to the Plan details. Use rectangular, standard size baled straw in mechanically produced bales.

The following items may be substituted for sediment barrier (baled straw)

1. Type B Silt Fence.
2. Triangular Silt Barrier.
3. Synthetic Fiber: Use synthetic fiber bales of circular cross section at least 18 in (450 mm) in diameter. Use synthetic bales of 3 ft or 6 ft (0.9 m or 1.8 m) in length that are capable of being

linked together to form a continuous roll of the desired total length. Use bales that are enclosed in a geotextile fabric and that contain a pre-made stake hole for anchoring.

4. Coir: Use coir fiber bales of circular cross section at least 16" (400mm) in diameter. Use coir bales of 10 ft, 15 ft, or 20 ft (3 m, 4.5 m, or 6 m) in length. Use coir baled with coir twine netting with 2 in X 2 in (50 mm X 50 mm) openings. Use coir bales with a dry density of at least 7 lb/ft³ (112 kg/m³). Anchor in place with 2 in X 4 in (50 mm X 100 mm) wooden wedges with a 6 in (150 mm) nail at the top. Place wedges no more than 36 in (900 mm) apart.
5. Excelsior: Use curled aspen excelsior fiber with barbed edges in circular bales of at least 18 in (450 mm) in diameter and nominally 10 ft (3 m) in length. Use excelsior baled with polyester netting with 1 in X 1 in (25 mm by 25 mm) triangular openings. Use excelsior bales with a dry density of at least 1.4 lb/ft³ (22 kg/m³). Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm).
6. Compost Filter Sock: Use general use compost (see Subsection 893.2.02.A.5.b) in circular bales at least 18 in in diameter. Use compost baled with photo-degradable plastic mesh 3 mils thick with a maximum 0.25 in X 0.25 in (6 mm X 6 mm) openings. Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm). The sock shall be dispersed on site when no longer required, as determined by the Engineer. Do not use Compost Filter Socks in areas where the use of fertilizer is restricted.
7. Compost Filter Berm: Use erosion control compost (see Subsection 893.2.02) to construct an uncompacted 1.5 ft to 2 ft (450 mm to 600 mm) high trapezoidal berm which is approximately 2 ft to 3 ft (600 mm to 1 m) wide at the top and minimum 4 ft (1.2 m) wide at the base. Do not use Compost Filter Berms in areas where the use of fertilizer is restricted.

The construction of the compost filter berm includes the following:

- a. Keeping the berm in a functional condition.
- b. Installing additional berm material when necessary.
- c. Removing the berm when no longer required, as determined by the Engineer. At the Engineer's discretion, berm material may be left to decompose naturally, or distributed over the adjacent area.

E. Other Temporary Structures

When special conditions occur during the design stage, the Plans may show other temporary structures for erosion control with required materials and construction methods.

F. Temporary Grass

Use a quick growing species of temporary grass such as rye grass, millet, or a cereal grass suitable to the area and season.

Use temporary grass in the following situations:

- When required by the Specifications or directed by the Engineer to control erosion where permanent grassing cannot be planted.
- To protect an area for longer than mulch is expected to last (60 calendar days).

Plant temporary grass as follows:

1. Use seeds that conform to Subsection 890.2.01, "Seed." Perform seeding according to Section 700; except use the minimum ground preparation necessary to provide a seed bed if further grading is required.
2. Prepare areas that require no further grading according to Subsection 700.3.05.A, "Ground Preparation." Omit the lime unless the area will be planted with permanent grass without further grading. In this case, apply the lime according to Section 700.

3. Apply mixed grade fertilizer at 400 lbs/acre (450 kg/ha). Omit the nitrogen. Mulch (with straw or hay) temporary grass according to Section 700. (Erosion control compost Mulch will not be allowed with grassing.)
4. Before planting permanent grass, thoroughly plow and prepare areas where temporary grass has been planted according to Subsection 700.3.05.A, "Ground Preparation".
5. Apply Polyacrylamide (PAM) to all areas that receive temporary grassing.
6. Apply Pam (powder) before grassing or PAM (emulsion) to the hydroseeding operation.
7. Apply PAM according to manufacturer specifications.
8. Use only anionic PAM.

For projects that consist of shoulder reconstruction and/or shoulder widening refer to Subsection 161.3.05.H for Wood Fiber Blanket requirements.

G. Mulch

When stage construction or other conditions prevent completing a roadway section continuously, apply mulch (straw or hay or erosion control compost) to control erosion. Mulch may be used without temporary grassing for 60 calendar days or less. Areas stabilized with only mulch (straw/hay/compost) shall be planted with temporary grass after 60 calendar days.

Apply mulch as follows:

1. Mulch (Hay or Straw)
 - a. Uniformly spread the mulch over the designated areas from 2 in to 4 in (50 mm to 100 mm) thick.
 - b. After spreading the mulch, walk in the mulch by using a tracked vehicle (preferred method), empty sheep foot roller, light discing, or other means that preserves the finished cross section of the prepared areas. The Engineer will approve of the method.
 - c. Place temporary mulch on slopes as steep as 2:1 by using a tracked vehicle to imbed the mulch into the slope. Where specified, use bituminous treated mulch (straw or hay) according to Subsection 700.3.05.G.J, "Mulch with Binder".
 - d. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
2. Apply mulch (erosion control compost) as follows:
 - a. Uniformly spread the mulch (erosion control compost) over the designated areas 2 in (50 mm) thick.
 - b. When rolling is necessary, or directed by the Engineer, use a light corrugated drum roller.
 - c. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
 - d. Plant temporary grass on area stabilized with mulch (erosion control compost) after 60 calendar days.
 - e. Do not use Erosion Control Compost in areas where the use of fertilizer is restricted.

H. Miscellaneous Erosion Control Not Shown on the Plans

When conditions develop during construction that were unforeseen in the design stage, the Engineer may direct the Contractor to construct temporary devices such as but not limited to:

- Bulkheads
- Sump holes

- Half round pipe for use as ditch liners
- U-V resistant plastic sheets to cover critical cut slopes

The Engineer and the Contractor will determine the placement to ensure erosion control in the affected area.

I. Diversion Channels

When constructing a culvert or other drainage structure in a live stream that requires diverting a stream, construct a diversion channel.

J. Temporary Check Dams

Temporary check dams are constructed of the following materials;

- Stone plain rip rap according to Section 603 or of sand bags as in Section 603 without Portland cement. (Place plastic filter fabric on ditch section before placing rip rap.)
- Fabric (Type C silt fence)
- Hay Bales

Temporary check dams shall be constructed according to plan details and shall remain in place until the permanent ditch protection is in place or being installed and the removal is approved by the Engineer.

K. Construction Exits

Locate construction exits at any point where vehicles will be leaving the project onto a public roadway. Install construction exits at the locations shown in the plans and in accordance with plan details.

L. Retrofit

Add the retrofit device to the permanent outlet structure as shown on the Plan details.

When all land disturbing activities that would contribute sediment-laden runoff to the basin are complete, clean the basin of sediment and stabilize the basin area with vegetation.

When the basin is stabilized, remove the retrofit device from the permanent outlet structure of the detention pond.

M. Inlet Sediment Trap

Inlet sediment traps consist of a temporary device placed around a storm drain inlet to trap sediment. An excavated area adjacent to the sediment trap will provide additional sediment storage.

Inlet sediment traps may be constructed of Type C silt fence, plastic frame and filter, hay bales, baffle box, or other filtering materials approved by the Engineer.

Construct inlet sediment traps according to the appropriate specification for the material selected for the trap.

Place inlet sediment traps as shown on the Plans or as directed by the Engineer.

163.3.06 Quality Acceptance

General Provisions 101 through 150.

163.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

163.4 Measurement

A. Silt Control Gates

Silt control gates are measured for payment by the entire structure constructed at each location complete in place and accepted. Silt control gates constructed at the inlet of multiple lines of drainage structures are measured for payment as a single unit.

B. Temporary Slope Drains

Temporary slope drains are measured for payment by the linear foot (meter) of pipe placed. When required, the inlet spillway and outlet apron and/or other dissipation devices are incidental and not measured separately.

C. Sediment Basins

Sediment basins are measured for payment by the entire structure complete, including construction, maintenance, and removal. Measurement also includes:

- Earthwork
- Drainage
- Spillways
- Baffles
- Rip rap
- Final cleaning to remove the basin

Permanent and temporary grassing for sediment basins is measured separately for payment.

D. Diversion Channels

Diversion channels are not measured for payment. Costs for the entire structure complete, including materials, construction (including earthwork), and removal is included in the price bid for the drainage structure or for other Contract items.

E. Temporary Grass

Temporary grass is measured for payment by the acre (hectare). Lime, when required, is measured by the ton (megagram). Mulch and fertilizer are measured separately for payment.

F. Mulch

Mulch (straw or hay, or erosion control compost) is measured for payment by the ton (megagram).

G. Baled Straw Sediment Barrier, Baled Straw Check Dam and Fabric Check Dams

Baled straw sediment barrier, baled straw check dams, and fabric check dams are measured by the linear foot (meter). When the Contractor substitutes a product allowed in Subsection 163.3.05.D for baled straw sediment barrier or when the Engineer directs this substitution, the product will be measured by the linear foot (meter).

H. Rip Rap Check Dams

Rip Rap Check Dams are measured per each which will include all work necessary to construct the check dam including plastic filter fabric placed beneath the rip rap or sand bags.

I. Construction Exits

Construction exits are measured per each which will include all work necessary to construct the exit including the required geotextile fabric placed beneath the aggregate.

J. Retrofit

Retrofit will be measured for payment per each. The construction of the detention pond and permanent outlet structure will be measured separately under the appropriate items.

K. Inlet Sediment Trap

Inlet sediment traps, regardless of the material selected, are measured per each which includes all work necessary to construct the trap including any incidentals and providing the excavated area for sediment storage.

163.4.01 Limits

General Provisions 101 through 150.

163.5 Payment

A. Silt Control Gates

The specified silt control gates are paid for at the Contract Unit Price per each. Payment is full compensation for:

- Furnishing the material and labor
- Constructing the concrete apron as shown on the Plans
- Excavating and backfilling to place the apron
- Removing the gate

B. Temporary Slope Drains

Temporary slope drains are paid for by the linear foot (meter). Payment is full compensation for materials, construction, removal (if required), inlet spillways, velocity dissipaters, and outlet aprons.

When temporary drain inlets and pipe slope drains are removed, they remain the Contractor's property and may be reused or removed from the Project as the Contractor desires. Reused pipe or inlets are paid for the same as new pipe or inlets.

C. Sediment Basin

Sediment basins, measured according to Subsection 163.4.C "Measurement," are paid for by the unit, per each, for the type specified on the Plans. Price and payment are full compensation for work and supervision to construct, and remove the sediment basin, including final clean-up.

D. Diversion Channel

Diversion channels are not paid for separately; they are included in the price bid for the drainage structure or for other Contract Items.

E. Temporary Grass

Temporary grass is paid for by the acre (hectare). Payment is full compensation for all equipment, labor, ground preparation, materials, wood fiber mulch, polyacrylamide, and other incidentals. Lime (when required) is paid for by the ton (megagram). Mulch and fertilizer are paid for separately.

F. Mulch

Mulch is paid for by the ton. Payment is full compensation for all materials, labor, maintenance, equipment and other incidentals.

The weight for payment of straw or hay mulch will be the product of the number of bales used and the average weight per bale as determined on certified scales provided by the contractor or state certified scales. Provide written documentation to the Engineer stating the average weight of the bales.

The weight of erosion control compost mulch will be determined by weighing each loaded vehicle on the required motor truck scale as the material is hauled to the roadway, or by using recorded weights if a digital recording device is used. The contractor may propose other methods of providing the weight of the mulch to Engineer for approval.

G. Baled Straw Sediment barrier, Baled Straw Check Dams and Fabric Check Dams (Type C Silt Fence)

Baled straw sediment barrier, baled straw check dams and fabric check dams (type C silt fence), complete in place and accepted are paid for at the Contract Unit Price bid per linear foot (meter). Payment is full compensation for constructing, and removing (when directed) the baled straw sediment barrier or either check dam.

When the Contractor substitutes any product allowed in Subsection 163.3.05.D for baled straw sediment barrier or when the Engineer directs this substitution, payment is made at the bid price per linear foot (meter) for baled straw sediment barrier.

H. Rip Rap Check Dams

Rip Rap Check Dams are paid for per each. Payment is full compensation for all materials, construction, and removal. Reused stone plain rip rap or sandbags are paid for on the same basis as new items. Filter fabric required under rip rap check dams is included in the price bid for each check dam.

I. Construction Exits

Construction exits are paid for per each. Payment is full compensation for all materials including the required geotextile, construction, and removal.

J. Retrofit

This item is paid for at the Contract Unit Price per each. Payment is full compensation for all work, supervision, materials (including the stone filter), labor and equipment necessary to construct and remove the retrofit device from an existing or proposed detention pond outlet structure.

K. Inlet Sediment Trap

Inlet sediment traps are paid for per each. Payment is full compensation for all materials, construction, and removal

The Items in this Section (except temporary grass and mulch) are made as partial payments as follows:

- When the item is installed and put into operation the Contractor will be paid 75 percent of the Contract price.
- When the Engineer instructs the Contractor that the Item is no longer required and is to remain in place or is removed, whichever applies, the remaining 25 percent will be paid.

Temporary devices may be left in place at the Engineer's discretion at no change in cost. Payment for temporary grass will be made based on the number of acres (hectares) grassed. Mulch will be based on the number of tons (megagrams) used.

Payment is made under:

Item No. 163	Construct and remove silt control gate, type___	Per each
Item No. 163	Construct and remove temporary pipe slope drains___	Per linear foot (meter)
Item No. 163	Construct and remove temporary sediment barrier or baled straw check dam, ___	Per linear foot (meter)
Item No. 163	Construct and remove sediment basin type___, Sta. No.____	Per each
Item No. 163	Construct and remove Fabric Check Dam (type C silt fence)	Per linear foot (meter)
Item No. 163	Construct and remove Rip Rap Check Dams ,Stone Plain Rip Rap/Sand Bags	Per Each
Item No. 163	Construction exit	Per each

Item No. 163	Construct and remove retrofit, Sta. No. _____	Per each
Item No. 163	Construct and remove inlet sediment trap	Per each
Item No. 163	Temporary grass	Per acre (hectare)
Item No. 163	Mulch	Per ton (megagram)

163.5.01 Adjustments

General Provisions 101 through 150.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**Section 165—Maintenance of Temporary Erosion and Sedimentation
Control Devices**

Add the following:

165.1 General Description

This work consists of providing maintenance on temporary erosion and sediment control devices, including but not limited to the following:

- Silt fence
- Sediment basins
- Silt control gates
- Check dams
- Silt retention barriers

It also consists of removing sediment that has accumulated at the temporary erosion and sediment control devices.

165.1.01 Definitions

General Provisions 101 through 150.

165.1.02 Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Referenced Documents

General Provisions 101 through 150.

165.1.03 Submittals

General Provisions 101 through 150

165.2 Materials

General Provisions 101 through 150.

165.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

165.3 Construction Requirements

165.3.01 Personnel

General Provisions 101 through 150.

165.3.02 Equipment

General Provisions 101 through 150.

165.3.03 Preparation

General Provisions 101 through 150.

165.3.04 Fabrication

General Provisions 101 through 150.

165.3.05 Construction

A. General

As a minimum, clean the sediment from all temporary erosion control devices (except sediment basins) installed on the project when one half the capacity, by height, depth or volume has been reached. Clean the sediment from all temporary sediment basins installed on a project when one third the capacity of the storage volume has been filled.

Handle sediment excavated from any erosion or sediment control device in one of the following ways:

- Remove sediment from the immediate area and immediately stabilize it to prevent the material from refilling any erosion or sediment control device.
- Place and mix it in the roadway embankment, or waste it in an area approved by the Engineer.
- Repair or replace at no cost to the Department, any erosion or sediment control devices that are not functioning properly or are damaged due to negligence or abuse.

B. Temporary Silt Fence

Maintenance of Temporary Silt Fence consists of furnishing all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0 % filled). Also included is the removal of sediment accumulations ("filtercake") on the fabric by tapping the fabric on the downstream side.

C. Silt Control Gates

Maintenance of Temporary Silt Control Gates consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). When applicable, this item will include the removal of sediment accumulations on the fabric by tapping the fabric on the downstream side.

D. Check Dams (all types)

Maintenance of Temporary Erosion Control Check Dams shall consist of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). This item also includes the removal of any material deposited in sump holes. When applicable, this item will include the removal of sediment accumulations on the fabric by tapping the fabric on the downstream side, or from the baled straw by similar means.

E. Silt Retention Barrier

Maintenance of Temporary Silt Retention Barrier consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled).

F. Temporary Sediment Basins

Maintenance of Temporary Sediment Basins consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original bottom of the basin. This also includes removing accumulated sediment from the rock filter and restoring the rock filter to its original specified condition and any work necessary to restore all other components to the pre-maintenance conditions.

G. Sediment Barrier (baled straw)

Maintenance of sediment barrier (baled straw) consists of furnishing all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0 % filled). Also included is the removal of sediment accumulations on the bales by tapping.

H. Triangular Silt Barrier

Maintenance of Triangular Silt Barrier consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled).

I. Retrofit:

Maintenance of the retrofit device consists of all labor, tools, materials, equipment and necessary incidentals to remove and properly dispose of accumulated sediment in the permanent detention pond being utilized as a temporary sediment basin. This item also includes any maintenance that is required to ensure the retrofit device is maintained per Plan details and any maintenance of the stone filter to maintain its filtering ability, including cleaning and replacement.

J. Construction Exit:

Maintenance of the construction exit consists of all labor, tools, materials, equipment and incidentals, including additional stone and geotextile fabric as required to prevent the tracking or flow of soil onto public roadways. This includes, scarifying existing stone, cleaning existing stone, or placement of additional stone.

Cleaning of the construction exit by scraping and/or brooming only will not be measured for payment.

K. Inlet Sediment Trap

Maintenance of inlet sediment traps consists of all labor, tools, materials, equipment and necessary incidentals to remove and properly dispose of accumulated sediment in the trap and/or the excavated area adjacent to the trap. It also includes any maintenance that is required to remove sediment accumulations ("filtercake") from the material selected to construct the inlet sediment trap.

165.3.06 Quality Acceptance

General Provisions 101 through 150.

165.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

165.4 Measurement

A. Temporary Silt Fence:

Maintenance of temporary silt fence, Type A, B, or C, is the actual linear feet (meter) of silt fence, measured in place, where sediment is removed.

B. Silt Control Gates:

Maintenance of temporary silt control gates, type I, II, III or IV, as specified on the Plans, is measured as a single unit.

C. Check Dams (All Types):

Maintenance of temporary erosion control check dams as specified on the Plans is the actual linear feet (meter) of baled straw, type c silt fence or rip rap, measured in place, where sediment is removed.

D. Silt Retention Barrier:

Maintenance of temporary silt retention barrier as specified on the Plans, is measured by the linear foot (meter) where sediment is removed.

E. Temporary Sediment Basins:

Maintenance of temporary sediment basins as specified on the Plans, is measured as a single unit.

F. Sediment Barrier (baled straw)

Maintenance of sediment barrier (baled straw), is the actual linear feet (meter) of baled straw measured in place, where sediment is removed.

G. Triangular Silt Barrier:

Maintenance of triangular silt barrier as specified on the plans, is measured by the linear foot (meter) where sediment is removed.

H. Retrofit:

Maintenance of retrofit device at the location specified on the Plans is measured per each.

I. Construction Exit:

Maintenance of construction exit at the location specified on the Plans, or as directed by the Engineer is measured per each.

J. Inlet Sediment Trap

Maintenance of inlet sediment trap at the location specified on the Plans, or as added by the Engineer is measured per each.

165.4.01 Limits

General Provisions 101 through 150.

165.5 Payment

A. Temporary Silt Fence:

Maintenance of temporary silt fence, Type A, B, or C, is paid for at the contract unit price bid per linear foot (meter).

B. Silt Control Gates:

Maintenance of temporary silt control gates, Type I, II, III, or IV as specified on the Plans is paid for at the contract unit price bid per each.

C. Check Dams (All Types):

Maintenance of Check Dams as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

D. Silt Retention Barrier:

Maintenance of temporary silt retention barrier as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

E. Temporary Sediment Basins:

Maintenance of temporary sediment basins as specified on the Plans is paid for at the contract unit price bid per each.

F. Sediment Barrier (baled straw):

Maintenance of sediment barrier (baled straw) as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

G. Triangular Silt Barrier:

Maintenance of triangular silt barrier as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

H. Retrofit:

Maintenance of the retrofit device at the location specified on the Plans is paid for at the contract unit price bid per each.

I. Construction Exit:

Maintenance of the construction exit at the location specified on the Plans or as added by the Engineer is paid for at the contract unit price per each.

J. Inlet Sediment Trap

Maintenance of the inlet sediment trap at the location specified on the Plans or at the location specified by the Engineer is paid for at the contract unit price per each.

Payment will be made under:

Item No. 165	Maintenance of temporary silt fence Type_____	per linear foot (meter)
Item No. 165	Maintenance of silt control gate Type _____	per each
Item No. 165	Maintenance of check dams (all types)	per linear foot (meter)
Item No. 165	Maintenance of silt retention barrier	per foot (meter)
Item No. 165	Maintenance of temporary sediment basin, Sta. No. _____	per each
Item No. 165	Maintenance of sediment barrier (baled straw)	per linear foot (meter)
Item No. 165	Maintenance of triangular silt barrier	per linear foot (meter)
Item No. 165	Maintenance of retrofit, Sta. No. _____	per each
Item No. 165	Maintenance of construction exit	per each
Item No. 165	Maintenance of inlet sediment trap	per each

165.5.01 Adjustments

General Provisions 101 through 150.

Date: August 26, 2002
First Use Date 2001 Specifications: November 1, 2002
Revised: January 16, 2003
Revised: August 1, 2003
Revised: February 1, 2004
Revised: October 15, 2005
Revised: July 15, 2008

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 167—Water Quality Monitoring

Add the following:

167.1 General Description

This Specification establishes the Contractor's responsibility to meet the requirements of the National Pollutant Discharge Elimination System (NPDES) Infrastructure Permit No. GAR 100002 as it pertains to Part IV. Erosion, Sedimentation and Pollution Control Plan.

167.1.01 Definitions

Certified Personnel— certified personnel are defined as persons who have successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission. For Department projects the certified person must also have successfully completed the Department's WECS certification course.

167.1.02 Related References

A. Standard Specifications

Section 161—Control of Soil Erosion and Sedimentation

B. Referenced Documents

NPDES Infrastructure Permit No. GAR 100002, Part IV

GDOT WECS seminar.

Environmental Protection Divisions Rules and Regulations (Chapter 391-3-26)

Georgia Soil and Water Conservation Commission Certification Level 1A course.

OCGA 12-7

167.1.03 Submittals

General Provisions 101 through 150

167.2 Materials

General Provisions 101 through 150.

167.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

167.3 Construction Requirements

167.3.01 Personnel

Use certified personnel to perform all monitoring, sampling, inspections, and rainfall data collection.

Use the Contractor designated WECS or select a prequalified consultant from the Qualified Consultant List (QCL) to perform water quality monitoring.

Ensure that monitoring consultants' employees who perform monitoring, sampling, inspections, and rainfall data collection are GASWCC Certified.

167.3.02 Equipment

Provide equipment necessary to complete the Work or as directed.

167.3.03 Preparation

General Provisions 101 through 150.

167.3.04 Fabrication

General Provisions 101 through 150.

167.3.05 Construction

A. General

Perform inspections, rainfall data collection, testing of samples, and reporting the test results on the project according to the requirements in Part IV of the NPDES Infrastructure permit and this Specification.

Take samples manually or with the use of automatic samplers, according to the permit. Analyze all according to the permit, regardless of the method used to collect the samples.

If samples are analyzed in the field using portable turbidimeters, the monitoring results shall state that they are being used and a digital readout of NTUs is what is provided.

Submit bench sheets, work sheets, etc., when using portable turbidimeters. There are no exceptions to this requirement.

Perform required inspections and submit all reports required by this Specification within the time frames specified. Failure to perform the inspections within the time specified will result in the cessation of all construction activities with the exception of traffic control and erosion control. Failure to submit the required reports within the times specified will result in non-refundable deductions as specified in Subsection 161.5.01.B.

B. Inspections

The Department will provide one copy of required inspection forms for use and duplication. Inspection forms may change during the contract to reflect regulatory agency needs or the need of the Department. Any costs associated with the change of inspection forms shall be considered incidental. Alternate formats of the provided forms may be created, used and submitted by the Contractor provided the required content and/or data fields and verbatim certification statements from the Department's current forms are included.

The Engineer shall inspect the installation and condition of each erosion control device required by the erosion control plan within seven days after initial installation. This inspection is performed for each stage of construction when new devices are installed. The WECS shall ensure all installation deficiencies reported by the Engineer are corrected within two business days.

Ensure that the inspections of the areas listed below are conducted by certified personnel and at the frequencies listed. Document all inspections on the appropriate form provided by the Department.

1. Daily:

- a. Petroleum product storage, usage and handling areas
- b. All locations where vehicles enter/exit the site

Continue these inspections until all entry and exit sites are stabilized and fuel is not stored or transferred on the site. Utilize the Daily inspection form.

2. Weekly and after Rainfall Events:

Conduct inspections on these areas every seven calendar days and within twenty-four hours after the end of a rainfall event that is 0.5 in (13 mm) or greater:

- a. Disturbed areas not permanently stabilized
- b. Material storage areas

- c. Structural control measures, Best Management Practices (BMPs)
- d. Water quality monitoring locations and equipment

Continue these inspections until all BMPs have been removed. Utilize the EC-1 Form.

3. Monthly:

Once per month, inspect all areas where final stabilization has been completed. Look for evidence of sediments or pollutants entering the drainage system and or receiving waters. Inspect all permanent erosion control devices that remain in place to verify the maintenance status and that the devices are functioning properly.

Continue these inspections until the Notice of Termination is submitted. Utilize the Monthly inspection form.

C. Reports:

1. Inspection Reports:

Summarize the results of inspections noted above in writing on the appropriate Daily, Weekly, Monthly or EC-1 form provided by the Department. Include the following information:

- Date(s) of inspection
- Name of personnel performing inspection
- Status of devices
- Observations
- Action taken
- Signature of personnel performing the inspection
- Any incidents of non-compliance

The inspection form certification sheet shall be signed by the project WECS and the inspector performing inspections on behalf of the WECS (if not the same person).

Submit all inspection reports to the Engineer within twenty-four hours of the inspection.

The Engineer will review the submitted reports and inspect the project to determine their accuracy.

The Engineer will notify the certified personnel of any additional items that should be added to the inspection report.

Correct any items listed in the inspection report requiring routine maintenance within 72 (seventy-two) hours of notification.

Assume responsibility for all costs associated with additional sampling as specified in Part IV.D.6.d.3.(c) of the NPDES GAR 100002 permit if either of these conditions arise:

- BMPs shown in the Plans are not properly installed and maintained, or
- BMPs designed by the Contractor are not properly designed, installed and maintained.

2. Monitoring Reports

a. Report Requirements

Include in all reports, the following certification statement, signed by the WECS or consultant providing monitoring on the project:

"I certify under penalty of law that this document and all attachments were prepared under my direct supervision in accordance with a system designed to assure that certified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

When a rainfall event requires a sample to be taken, submit a report of the monitoring results to the Engineer within seven working days of the date the sample was obtained. Include the following information:

- 1) Date of sampling
- 2) Rainfall amount on sample date (sample date only)
- 3) NTU of sample & analysis method
- 4) Location where sample was taken (station number, etc.)
- 5) Receiving water or outfall sample
- 6) Project number and county
- 7) Whether the sample was taken by automatic sampler or manually (grab sample)

b. Report Requirements with No Qualifying Rainfall Events

In the event that a qualifying rainfall event does not occur prior to the submittal of the NOT (Notice of Termination), submit a report that states "No qualifying rainfall event occurred and no samples were taken."

c. Test Results

Provide monitoring test results to the Engineer within 48 hours of the samples being analyzed. This notification may be verbal or written. This notification does not replace the requirement to submit the formal monitoring summary to the Engineer within 7 working days of the samples being collected.

3. Rainfall Data Reports

Record the measurement of rainfall once each twenty-four hour period. Measure rainfall data at the active phase of construction on the site.

Project rain gauges and those used to trigger the automatic samplers are to be emptied after every rainfall event. This will prevent a cumulative effect and prevent automatic samplers from taking samples even though the rainfall event was not a qualifying event.

The daily rainfall data supplied by the WECS to the Engineer will be the official rainfall data for the project.

167.3.06 Quality Acceptance

General Provisions 101 through 150.

167.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

167.4 Measurement

Water Quality Inspections in accordance with the inspection and reports sub-sections will be measured for payment by the month up to the time the Contract Time expires. Required inspections and reports after Contract Time has expired will not be measured for payment.

Water Quality Monitoring and Sampling are measured per each. When the monitoring location is a receiving water, the upstream and downstream samples constitute one sample. When the monitoring location is an outfall, a single outfall sample constitutes one sample.

167.4.01 Limits

General Provisions 101 through 150. Submit the monitoring summary report to the Engineer within 7 working days

167.5 Payment

Payment for Water Quality Monitoring and Sampling will be made as follows:

Water Quality Monitoring and Sampling per each is full compensation for meeting the requirements of the monitoring sections of the NPDES permit and this Specification, obtaining samples, analyzing samples, any and all necessary incidentals, and providing results of turbidity tests to the Engineer, within the time frame required by the NPDES Infrastructure permit, and this Specification.

This item is based on the rainfall events that require sampling as described in Part IV.D.5 of the permit.

The Department will not pay for samples taken and analyzed for rainfall events that are not qualifying events as compared to the daily rainfall data supplied by the WECS.

Water Quality Inspections will be paid at the Contract Price per month. This is full compensation for performing the requirements of the inspection section of the NPDES permit and this Specification, any and all necessary incidentals, and providing results of inspections to the Engineer, within the time frame required by the NPDES Infrastructure permit, and this Specification.

Payment will be made under:

Item No. 167	Water quality inspections	Per month
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Water Quality Monitoring and Sampling will be paid per each.

Payment will be made under:

Item No. 167	Water quality monitoring and sampling	Per each
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167.5.01 Adjustments

General Provisions 101 through 150.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION
Section 170—Silt Retention Barrier

Delete Subsection 170.3.05 and substitute the following:

170.3.05 Construction

Install a silt retention barrier as follows: Barriers shall be either staked or floating depending upon current, tides, water depth, and other variables, or as shown in the plans and contract.

A. Floating Silt Retention Barrier

1. Confine dredged materials to ponding areas or settlement basins using standpipes or weirs.
2. Place the barrier approximately 25 ft (7.5 m) outside the affected construction area, and at a depth within 5 ft (1.5 m) of the bottom.
3. If the body of water has a significant current, place the barrier parallel to the water flow.
4. Vary the dimensions and methods to suit the conditions and to meet the requirements of other local and State water control agencies to ensure that silt dispersion is effectively controlled.
5. Provide a fabric that is weighted to prevent the bottom from floating.

B. Staked Silt Retention Barrier

1. Where a staked barrier is used to protect a stream or inundated area, ensure the fabric:
 - a. Extends to the bottom of the stream or inundated area and is weighted to prevent it from floating
 - b. Is not trenched in at the bottom
 - c. Extends 1 foot (300 mm) above normal water
2. Posts:
 - a. Options: 2 inch (50 mm) x 4 inch (100 mm) wood; or 2 ½ inch (62.5 mm min. diameter) wood; or steel at a minimum of 1.33 pounds per foot (1.980 kg/m)
 - b. space posts at a maximum spacing of 4 feet (1.2 m)
 - c. posts are minimum of 5 feet (1.5 m) in length

- d. posts extend a minimum of 18 inches (450 mm) into the soil

November 2, 2007
December 14, 2007
Revision Date: May 12, 2008
First Use Date: August 22, 2008

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 171—Silt Fence

Delete Section 171 and substitute the following:

171.1 General Description

This work includes furnishing, installing, and removing a water permeable filter fabric fence to remove suspended particles from drainage water.

171.1.01 Definitions

General Provisions 101 through 150.

171.1.02 Related References

A. Standard Specifications

Section 163—Miscellaneous Erosion Control Items

Section 700—Grassing

Section 862—Wood Posts and Bracing

Section 881—Fabrics

Section 894—Fencing

B. Referenced Documents

ASTM D 3786

ASTM D 4355

ASTM D 4632

ASTM D 4751

GDT 87

QPL 36

171.1.03 Submittals

General Provisions 101 through 150.

171.2 Materials

Materials shall meet the requirements of the following Specifications:

Material	Section
Filter Fabrics	<u>881</u>

Fencing	894
Wood Posts and Bracing	862

Conditions during Project construction will affect the quantity of the silt fence to be installed.

The Engineer may increase, decrease, or eliminate the quantity at his or her direction. Variations in quantity are not changes in details of construction or in the character of the work.

For Type A, B, and C fences, use fabric as specified in Subsection 881.2.07, "Silt Fence Filter Fabric."

171.2.01 Delivery, Storage, and Handling

During shipment and storage, wrap the fabric in a heavy-duty covering that will protect the cloth from sunlight, mud, dust, dirt, and debris. Do not expose the fabric to temperatures greater than 140 °F (60 °C).

When installed, the Engineer will reject the fabric if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

171.3 Construction Requirements

171.3.01 Personnel

General Provisions 101 through 150.

171.3.02 Equipment

General Provisions 101 through 150.

171.3.03 Preparation

General Provisions 101 through 150.

171.3.04 Fabrication

General Provisions 101 through 150.

171.3.05 Construction

Install the silt fence according to this Specification, as shown on the Plans, or as directed by the Engineer as; perimeter, ditch check or similar protection.

A. Install Silt Fence

Install silt fence by either of the following methods:

1. Excavated Trench Method
 - a. Excavate a trench 4 to 6 in (100 to 150 mm) deep using equipment such as a trenching machine or motor grader. If equipment cannot be operated on the site, excavate the trench by hand.
2. Soil Slicing Method
 - a. Create a mechanical slice in the soil 8 to 12 in (200 to 300 mm) deep to receive the silt fence. Ensure that the width of the slice is not more than 3 in (75 mm). Mechanically insert the silt fence fabric into the slice in a simultaneous operation with the slicing that ensures consistent depth and placement.

Install the first post at the center of the low point (if applicable). Space the remaining posts a maximum of 6 ft (1.8 m) apart for Types A and B fence and 4 ft (1.2 m) apart for Type C fence.

Bury the posts at least 18 in (450 mm) into the ground. If this depth cannot be attained, secure the posts enough to prevent the fence from overturning from sediment loading.

Attach the filter fabric to the post using wire, cord, staples, nails, pockets, or other acceptable means.

- a. Staples and Nails (Wood Posts): Evenly space staples or nails with at least five per post for Type A fence and four per post for Type B fence.
- b. Pockets: If using pockets and they are not closed at the top, attach the fabric to a wood post using at least one additional staple or nail, or to a steel post using wire. Ensure that the additional attachment is within the top 6 in (150 mm) of the fabric.

Install the filter fabric so that 6 to 8 in (150 to 200 mm) of fabric is left at the bottom to be buried. Provide a minimum overlap of 18 in (450 mm) at all splice joints.

For Type C fence:

1. Woven Wire Supported
 - a. Steel Post: Use wire to attach the fabric to the top of the woven wire support fence at the midpoint between posts. Also, use wire to attach the fabric to the post.
2. Polypropylene Mesh Supported
 - a. Wood Post: Use at least six staples per post. Use two staples in a crisscross or parallel pattern to secure the top portion of the fence. Evenly space the remaining staples down the post.
 - b. Steel Post: Use wire to attach the fabric and polypropylene mesh to the post.

Install the fabric in the trench so that 4 to 6 in (100 to 150 mm) of fabric is against the side of the trench with 2 to 4 in (50 to 100 mm) of fabric across the bottom in the upstream direction.

Backfill and compact the trench to ensure that flow cannot pass under the barrier. When the slice method is used, compact the soil disturbed by the slice on the upstream side of the silt fence first, and then compact the downstream side.

When installing a silt fence across a waterway that produces significant runoff, place a settling basin in front of the fence to handle the sediment load, if required. Construct a suitable sump hole or storage area according to [Section 163](#).

B. Install silt fence ditch checks

Temporary Silt Fence Ditch Checks

Temporary silt fence ditch checks shall be constructed of the material type selected and shown on the approved erosion and sediment control plan. Item installation shall be constructed and placed according to approved Plan details. Temporary ditch checks shall remain in place until the permanent ditch protection is in place or being installed and the removal is approved by the Engineer.

C. Remove the Silt Fence

Keep all silt fence in place unless or until the Engineer directs it to be removed. A removed silt fence may be used at other locations if the Engineer approves of its condition.

After removing the silt fence, dress the area to natural ground, grass and mulch the area according to [Section 700](#). The silt fence shall remain until the Project is accepted or until the fence is removed. Also, remove and dispose of the silt accumulations at the silt fence.

Remove and replace any deteriorated filter fabric that reduces the effectiveness of the silt fence.

Repair or replace any undermined silt fence at no additional cost to the Department.

171.3.06 Quality Acceptance

Approved silt fence is listed in [QPL 36](#). Approved fabrics must consistently exceed the minimum requirements of this Specification as verified by the Office of Materials and Research. The Office of Materials and Research will remove fabric that fails to meet the minimum requirements of this specification from the QPL until the products' acceptability has been reestablished to the Department's satisfaction.

At the time of installation, the Engineer will reject the fabric if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

171.3.07 Contractor Warranty

The silt fence shall remain until the Project is accepted or until the fence is removed. Also, remove and dispose of the silt accumulations at the silt fence.

Remove and replace any deteriorated filter fabric that reduces the effectiveness of the silt fence.

Repair or replace any undermined silt fence at no additional cost to the Department.

171.4 Measurement

The quantity of silt fence, silt fence ditch checks to be paid for is the actual number of linear feet (meters) of silt fence, measured in place from end post to end post of each separate installation. The silt fence must be complete and accepted.

171.4.01 Limits

General Provisions 101 through 150.

171.5 Payment

Silt fence Type A, B, or C measured as defined in Subsection 171.4, "Measurement," is paid for at the Contract Unit Price bid per linear foot (meter).

Payment is full compensation for the following:

- Furnishing materials
- Erecting the fence
- Dressing and grassing, when required
- Removing the fence, when required

Payment for this Item is made as follows:

Seventy-five percent of the Contract Price bid per linear foot (meter) is paid when each fence is complete in place.

Twenty-five percent is paid at removal or acceptance.

If the silt fence must be repaired or removed, as the result of neglect or damage, perform the work at no additional cost to the Department.

Payment will be made under:

Item No. 171	Silt fence, type___	Per linear foot (meter)
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171.5.01 Adjustments

General Provisions 101 through 150.

**Department of Transportation
State of Georgia
Supplemental Specification**

Section 209—Subgrade Construction

Delete Subsection 209.3.05.A and substitute the following:

A. Subgrade Construction

Construct subgrade as follows:

1. Plow, harrow, and mix the entire surface of the in-place subgrade to a depth of at least 6 in (150 mm).
2. After thoroughly mixing the material, bring the subgrade to Plan line and grade and compact it to 100 percent of the maximum laboratory dry density.
3. If the subgrade needs to be stabilized, or if a subsequent contract provides for base construction, do not apply density requirement at this stage.
If a subsequent Contract provides for base construction, eliminate mixing and compact the in-place subgrade to 95 percent of the laboratory maximum dry density.
4. Ensure that the subgrade can firmly support construction equipment before placing subsequent layers of base and paving materials. The subgrade must support construction equipment without excessive movement regardless of compaction.
5. Rework unstable areas of subgrade to a moisture content that will provide stability and compaction. The Engineer may direct the Contractor to proof roll the subgrade with a loaded dump truck.
6. Compact the subgrade using a sheepsfoot roller.
The Engineer may permit the use of vibratory rollers whenever the subgrade soils consist of Class IA1, IA2, or IA3 materials.
7. Ensure that subgrade material used underneath soil-cement base meets the requirements of Subsection 301.3.03.A.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SUPPLEMENTAL SPECIFICATION**

Section 210—Grading Complete

Delete Section 210 and substitute the following:

210.1 General Description

This work includes:

- Excavating of all materials including ditches, undesirable material (including removal and replacement), and borrow (if required)
- Hauling
- Forming embankments
- Constructing shoulders and subgrades
- Finishing, dressing, and disposing of undesirable or surplus material
- Clearing and grubbing according to Section 201 and Section 202 unless these items are established as Pay Items in the Contract
- Removing and disposing of miscellaneous roadway items, including but not limited to curbs, drainage structures, and pavements (unless established as separate contract items)

Ensure that the completed grading work conforms to the horizontal and vertical alignment and typical cross- sections shown on the Plans or as directed by the Engineer.

210.1.01 Definitions

General Provisions 101 through 150.

210.1.02 Related References

A. Standard Specifications

Section 109—Measurement and Payment

Section 201—Clearing and Grubbing Right-of-Way

Section 202—Random Clearing and Grubbing

Section 204—Channel Excavation

Section 205—Roadway Excavation

Section 206—Borrow Excavation

Section 207—Excavation and Backfill for Minor Structures

Section 208—Embankments

Section 209—Subgrade Construction

B. Referenced Documents

General Provisions 101 through 150.

210.1.03 Submittals

General Provisions 101 through 150.

210.2 Materials

Use materials required for grading construction that conform to the requirements of Section 204, Section 205, Section 206, Section 207, Section 208, and Section 209.

210.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

210.3 Construction Requirements

210.3.01 Personnel

General Provisions 101 through 150.

210.3.02 Equipment

Use equipment approved by the Engineer that will not damage base, pavement, or other appurtenances to be retained.

210.3.03 Preparation

Before placing base material, finish the subgrade according to Subsection 209.3.05.E.

210.3.04 Fabrication

General Provisions 101 through 150.

210.3.05 Construction

Perform The Work according to the appropriate portions of Section 201, Section 202, Section 204, Section 205, Section 206, Section 207, Section 208, and Section 209 of the Specifications. Measurement and payment shall be according to the provisions of this Section. See Subsection 210.4 and Subsection 210.5, below.

210.3.06 Quality Acceptance

When the Engineer determines that the existing material in areas where fills are to be placed is undesirable, the Engineer may require the Contractor to remove the undesirable material and replace it with suitable material.

- Compact the replacement materials according to the applicable portions of Section 208.
- In cut areas, where the material below the template line is undesirable for subgrade or shoulders, undercut it to a depth established by the Engineer and replace it with suitable material.
- Compact the replacement materials as specified herein.

210.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

210.4 Measurement

A. Grading Complete

The Work under this Item is not measured separately for payment.

B. Grading Per Mile (Kilometer)

This Item is measured in linear miles (kilometers) along the centerline of the road or the median, including ramps where shown on the Plans.

C. Undercut Excavation

The amount of undercut excavation (when directed by the Engineer and not addressed in the Plans) measured for payment is the product of the length, width, and depth of excavation. Replacement material for undercut excavation is not measured for payment. There will be no separate payment for undercut excavation required by the Plans or rock excavation required under Subsection 205.3.

210.4.01 Limits

General Provisions 101 through 150.

210.5 Payment

A. Grading Complete

This Item completed and accepted will be paid for at the Lump Sum Price bid. Payment is full compensation for all work and materials specified in this Section.

B. Grading Per Mile (Kilometer)

This Item will be paid for at the Contract Unit Price per linear mile (kilometer) complete in place and accepted. This price is full compensation for furnishing the materials and performing the work specified in this Section.

C. Undercut Excavation

Undercutting areas not shown in the Plans when directed by the Engineer will be paid for at the rate of \$7.50 per cubic yard (\$9.80 per cubic meter) for quantities up to 750 yd³ (575 m³).

Quantities exceeding 750 yd³ (575 m³) will be considered Extra Work as defined in Subsection 109.05, and will be paid for accordingly. Payment is full compensation for excavating and disposing of undesirable material and supplying, placing, and compacting replacement material.

Payment will be made under:

Item No. 210	Grading complete	Per lump sum
Item No. 210	Grading per mile (kilometer)	Per mile (kilometer)
Item No. 210	Undercut excavation	Per cubic yard (meter)

210.5.01 Adjustments

General Provisions 101 through 150.

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:

_____ (CONTRACTOR) certifies to Chatham County that a Drug-Free

Workplace will be provided for the employees during the performance of this contract known as Paving Fenwick Avenue.
(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

(herein after

"Company"),

Title

Name of Bidder

in consideration of the privilege to bid/or propose on the following Chatham
County project procurement Paving Fenwick Avenue. hereby consent, covenant
and agree as follows:

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

Signature

Date

Attachment C

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private 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.

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

of _____, declare under oath that

Company Name _____

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

Signature

State of _____

County of _____

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

2008 by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

Attachment D
IMMIGRATION AND SECURITY FORM

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

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

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

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

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

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

Signature Title

Firm Name: _____
Street/Mailing Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Email Address: _____

Attachment E

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 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).

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:

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

ATTACHMENT F

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 voluntarily 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.

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

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Offeror, firm or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

State of _____

County of _____

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

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

#1

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

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

*Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____
- b. The awarded bid amount and project start date. _____
- c. Final cost of project and completion date. _____
- d. Number of change orders. _____
- e. Contracted project completion in days. _____
- f. Project completed on time. Yes___ No___ Days exceeded_____.
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project?___ If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? _____ If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

#2

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

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

*Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____
- b. The awarded bid amount and project start date. _____
- c. Final cost of project and completion date. _____
- d. Number of change orders. _____
- e. Contracted project completion in days. _____
- f. Project completed on time. Yes___ No___ Days exceeded_____.
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project?___ If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? _____ If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

#3

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

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

*Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____
- b. The awarded bid amount and project start date. _____
- c. Final cost of project and completion date. _____
- d. Number of change orders. _____
- e. Contracted project completion in days. _____
- f. Project completed on time. Yes____ No____ Days exceeded_____.
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project?____ If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? _____ If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

#4

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

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

*Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____
- b. The awarded bid amount and project start date. _____
- c. Final cost of project and completion date. _____
- d. Number of change orders. _____
- e. Contracted project completion in days. _____
- f. Project completed on time. Yes___ No___ Days exceeded_____.
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
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- 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.

#5

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

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

*Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____
- b. The awarded bid amount and project start date. _____
- c. Final cost of project and completion date. _____
- d. Number of change orders. _____
- e. Contracted project completion in days. _____
- f. Project completed on time. Yes___ No___ Days exceeded_____.
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project?___ If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? ___ If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

LEGAL NOTICE

CC NO. 164268

Invitation to Bid

Sealed Bids will be received until 2:00 P.M. on AUGUST 18, 2010 and publicly opened in Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, for: BID NO : 11-1-3-4 PAVING FENWICK AVENUE.

PRE-BID CONFERENCE: 2:00 P.M., AUGUST 4, 2010. A Conference will be held at the Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia. You are encouraged to attend.

Bid Packages and Plan sheets are available from the office of the Chatham County Purchasing & Contracting Department, at the above address. **There is a \$50 non-refundable charge for this package/plans.**

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

The Bid Package and Plans must still be picked up and purchased from the Purchasing & Contracting Office.

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"



WILLIAM R. PARSON, CPPO, PURCHASING AGENT

SAVANNAH NEWS/PRESS INSERT: Jul.19, Aug.2 , 2010

Please send affidavit to:
Chatham County Purchasing & Contracting Department
P.O. Box 15180
Savannah, Georgia 31416
(912) 790-1622