

INVITATION TO BID

**BID NO. 11-4-2-7**

**RELANDSCAPING AT THE JUDICIAL COURTHOUSE**

**MANDATORY PRE-BID CONFERENCE: 10:00AM, NOVEMBER 23, 2010**  
**ON-SITE**

**BID OPENING: 2:00PM, DECEMBER 7, 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.**

  X   GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

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

  X   PROPOSAL

  X   PLANS/DRAWINGS - (Plans Sheet attached to bid package)

  X   BID SCHEDULE

  X   PERFORMANCE BOND - (Shall be required at time of contract award)

  X   PAYMENT BOND - (Shall be required at time of contract award)

       CONTRACT

  X   LEGAL NOTICE

  X   ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. IMMIGRATION AND SECURITY FORM; E. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT, F. BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, G. M/WBE COMPLIANCE REPORT

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

**COUNTY TAX CERTIFICATE REQUIREMENT** - Contractor must supply a copy of their Tax Certificate 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 at least 51% ownership by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners. 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:\_\_\_\_\_

### **Important Message to All Bidders**

All Bidders/Contractors/Sub-Contractors/Suppliers/Vendors or any individual(s) desiring to do business with Chatham County Purchasing and Contracting Division **MUST** be registered on the Vendors management Information System (VIMS) at <http://purchasing.chathamcounty.org>. Those previously registered should update their business and contact information.

Successfully registered businesses will be emailed when the County has a solicitation for the product (s) or service (s) you listed under your particular 6-digit NAICS Code. Ensure you have the correct code (s) for your products or services. Here is an example:

**56 Code:** Administrative & Support & Waste Management & Remediation Services:

**561720** Janitorial Services      **561730** Landscaping Services

\* If your service is not listed, you would go with **561990** All Other Support Services  
Finding the best fit NAICS Code will ensure you receive an email and not those you don't want or need.

Beginning 2 January 2011, Purchasing and Contracting will no longer mail routine or recurring solicitations directly. You must download or print from the website above or pick up from our office. Your business must be registered in VIMS. This procedure will help reduce cost of advertising and postage for taxpayers. General/Prime Construction Contractors, Trades and Sub-Contractors must also register for Public Works Construction Projects.

CHATHAM COUNTY, GEORGIA  
OFFICE OF THE PURCHASING AGENT  
POST OFFICE BOX 15180  
SAVANNAH, GEORGIA 31416  
(912) 790-1623

**Date: 8 November 2010**

**BID NO. 11-4-2-7**

**GENERAL INFORMATION FOR INVITATION FOR BID**

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Agent, **at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM local time, 7 December 2010,** at which time they will be opened and publicly read. **The County reserves the right to reject all bids that are non-responsive or not responsible.**

Instructions for preparation and submission of a bid is contained in this Invitation For Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink. If you do not submit a bid, return the signed "No Bid Statement" sheet and state the reason; otherwise, your name may be removed from our bidders list.

A MANDATORY pre-bid conference has been scheduled to be conducted **ON-SITE at the Chatham County Law Library, Room 112, 415 W. Broughton Street, Savannah, Georgia, at 10:00 AM, 23 NOVEMBER 2010,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **You are required to attend.** If a bidder is not represented at the on-site pre-bid conference, he will not be permitted to submit a bid.

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 a Special Purpose Local Option Sales Tax (SPLOST) Project. See paragraph 2.22 for MBE/WBE participation goals.**

### **INSTRUCTIONS TO BIDDERS**

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a bid to supply Chatham County with equipment, supplies, and/or services as described herein. All bids 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 Bids: All bids 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 bid. **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 Bids: All bids shall be:**

- a. **An original and duplicate copy must be submitted in a sealed opaque envelope, 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 31406.**

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

- 1.4 **How to Submit an Objection:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:

- a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.
  - b. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
  - c. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.
- 1.5 **Failure to Bid:** If a bid is not submitted, the business should return this invitation to bid document, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **Bid Tabulation:** Tabulations for all bids will be posted for thirty (30) days preceding the bid opening in the Office of Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 or can be reviewed on the Purchasing web site 24/48 hours after opening at <http://purchasing.chathamcounty.org>.
- 1.9 **Bidder:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.10 **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.

- 1.11 **Compliance with Laws:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County stature, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.12 **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.
- 1.13 **Local Preference:** On 27 March 1998, the Board of Commissioners adopted a “**Local Vendor**” Preference Ordinance that gives the lowest Chatham County vendor submitting a responsible bid/quote the opportunity to match the lowest price offered by an out-of-County vendor. If the County vendor confirms in writing to match within 24 hours, the award will be made to the Chatham County vendor. The lowest Chatham County responsive bidder will be afforded the “right to first refusal”. “Local Vendor” is defined as a business or supplier which operates and maintains a regular place of business within the geographical boundaries of Chatham County or one of the local Municipalities of the County AND all real and personal property taxes are paid prior to award of a contract or purchase. “**NOT APPLICABLE TO PUBLIC WORKS CONSTRUCTION PROJECTS AND REVENUE PRODUCING BIDS.**” However, contractors are encourage to apply the same method when awarding bids to local M/WBE businesses whenever possible in order to promote growth in Chatham County’s economy.
- 1.14 **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.

**\*\* 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.

- 1.15 **Performance Evaluation:** On 11 April 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.

- 1.16 **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 8 April 1994.

- 1.17 **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 1 July:

**\*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 license must be a part of your bid documents at the time of the bid opening.**

- 1.18 **Immigration:** On 1 July, 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 mentioned 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 (1) 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 (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These

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

- 2.8 **Liability Provisions:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 2.9 **Cancellation of Contract:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.10 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.
- 2.11 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.

- 2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.
- 2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The 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 irresponsible 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 at (912) 201-4300 for additional information.

**NOTE:** 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 8 April 1994.

- 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) 652-7900 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 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 Not Used.

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/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidders that intend to engage in joint ventures or utilize subcontractors must submit to the County Contracts Administrator, a report on Minority/Female Business Enterprise participation.

**Goals established for this project is 30 % COMBINED.**

- c. A Minority/Female Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) 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 information on the program or M/WBE contractors/vendors please contact Ms. Arneja Riley, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7860 phone, (912) 652-7849 fax, or email [alriley@chathamcounty.org](mailto:alriley@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 ITBs will be read allowed at public bid openings. After Bid Tabulations, the ITB 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 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:** 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:\_\_\_\_\_

- 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. 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 **11-4-2-7**. 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. NOT USED**

**3.2.2. NOT USED**

**3.3 SURETY REQUIREMENTS and Bonds:**

- A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.**
- B. Contractor(s) shall be required at time of contract to shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.**
- C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.**
- 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.**

- 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: (Refer to specifications for warranty requirements)**

- 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 (With automatic renewal options for four (4) additional one (1) year terms if all parties agree)
- b. One-time Purchase
- X c. Other **ONE TIME CONTRACT**

**3.6 AUDITS AND INSPECTIONS:**

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

**3.7 COOPERATIVE PURCHASING AGREEMENT:**

As part of the National trend involving Joint or Cooperative Purchasing Programs, all bidders are to indicate below that a contract award as a result of this bid is open to all Government entities within the four (4) County areas that include Chatham, Bryan, Effingham and Liberty Counties. The Counties are in *NO WAY OBLIGATED* to make

purchases of services from the resulting contract and would have to supply their own needs to the Contractor.

\_\_\_\_\_ /Yes \_\_\_\_\_ /No

**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.

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



## INVITATION TO BID

SCOPE OF WORK:

**BID NO. 11-4-2-7**

### RELANDSCAPING AT THE JUDICIAL COURTHOUSE

#### 4.1 WORK COVERED BY CONTRACT DOCUMENTS

Chatham County is soliciting bids from qualified landscaping contractors to relandscape the Chatham County Judicial Courthouse located at 133 Montgomery Street, Savannah, Georgia.

#### 4.2 WORK REQUIREMENTS

- 4.2.1 This project is to relandscape the Judicial Courthouse. Work shall consist of demolition, grading, hardscaping, planting, irrigation, electrical and furniture purchasing.
- 4.2.2 Work may be accomplished during normal working hours 7:30 a.m. - 5:30 p.m. However, due to the function of the Judicial Courthouse, work may be scheduled on the weekends. This will allow for the non-disruption of meetings, hearings, and or trials conducted in this building. However, the amount of weekend work associated with this project is unknown, therefore it is the vendor's responsibility to factor weekend work. Also, the project manager, at his discretion and in his opinion, may stop work, reschedule, or delay any work that disrupts the daily operation of the courthouse.

#### 4.3 WORK AREA

Contractor will be responsible for removing and disposing of all construction materials/debris associated with the relandscaping project. The County trash dumpster will not be used during this project. **At no time during the normal work day will the courthouse be disrupted for the project.** The project manager will be given a 24 hour notice if work is to be accomplished on weekend or holiday.

#### 4.4 SAFETY

The contractor is required to observe all safety rules, guidelines, regulations, and supply all safety equipment necessary to protect employees and citizens entering or leaving the courthouse.

**NOTE: Technical specifications for this project are located on the attached plan sheet as "notes" and on the following enclosures.**

**All work shall be performed in accordance with design plans and enclosures prepared by**

*Smith and Vandembulck, Engineering and Landscape Architecture, Inc.* and are included in and made part of this proposal.

This shall be a lump sum contract.

**Commencement and Completion:**

**WORK SHALL BEGIN WITHIN TEN (10) DAYS AFTER RECEIPT OF “NOTICE TO PROCEED”. FINAL DELIVERABLE IS DUE WITHIN 45 CALENDAR DAYS AFTER THE TEN DAY PERIOD.**

## RELANDSCAPING AT THE JUDICIAL COURTHOUSE

1.	Demolition	\$
2.	Grading	\$
3.	Hardscape: 30' x 53' Tabby and Brick "Mall"	\$
	12' x 180' Tabby and Brick Walk	\$
	8' x 40' Tabby and Brick Wall	\$
	5' x 9' Tabby Walk	\$
4.	Top Soil and Planting Mix	\$
5.	Trees	\$
6.	Shrubs	\$
7.	Ground Covers	\$
8.	Mulch	\$
9.	Seasonal Color in Planters	\$
10.	Existing Sod Removal	\$
11.	St. Augustine Sod	\$
12.	Irrigation (including south side of building )	\$
13.	As Built Irrigation Drawing	\$
14.	Benches (5)	\$
15.	Planters (15)	\$
16.	Litter/Trash Receptacles (3)	\$
17.	Secure Benches, Planters and Receptacles to Tabby Pads	\$
18.	3- 10' x 2' Tabby Pads	\$
19.	10 Light Posts and 10 Light Fixtures	\$
20.	Electrical for Lights	\$
21.	Jack and Boring	\$
22.	6" Sleeves (under walks)	\$

23.	1- Pressure Treated Wood Planter to Match Smaller Existing Planters for 1- Crape Myrtle	\$
	<b>TOTAL BID</b>	\$

Bid Price to include **all** aspects of the work.

**NOTE: (ROUND ALL AMOUNTS TO THE NEAREST DOLLAR)**

\_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

## 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: **NOTE: M/WBE PARTICIPATION.**

[illegible]

**SIGNED:** \_\_\_\_\_  
**CONTRACTOR**



## SECTION 02813- LANDSCAPE WORK

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Trees
  - 2. Shrub
  - 3. Ground covers
  - 4. Lawns
  - 5. Soil amendments
  - 6. Mulch

#### 1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Certification of grass seed from seed vendor for each grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.
  - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that landscaping is in progress.
- B. Provide quality, size, genus, species, and variety of trees and shrubs indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock".
- C. Measurements: Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches (150 mm) above ground

for trees up to 4-inch (100 mm) caliper size, and 12 inches (300 mm) above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

- D. Preinstallation Conference: Conduct conference at Project site to comply with the requirements of Division 1 Section "Project Meetings".

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.
- B. Sod: Harvest, deliver, store, and handle sod according to the requirements of the American Sod Producers Association's (ASPA) "Specifications for Turf grass Sod Materials and Transplanting/Installing".
- C. Trees and Shrubs: Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy natural shape. Provide protective covering during delivery. Do not drop trees or shrubs during delivery.
- D. Handle balled and bur lapped stick by the root ball.
- E. Deliver trees, shrubs, ground covers, and plants after preparations for planting have been completed and install immediately. If planting is delayed after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.
  - 1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
  - 2. Do not remove container-grown stock from containers before time of planting.
  - 3. Water root systems of trees and shrubs stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

## 1.6 PROJECT CONDITIONS

- A. Utilities: Determine location of above grade and underground utilities and perform work in a manner that will avoid damage. Hand excavate, as required. Maintain grade stakes until parties concerned mutually agree upon removal.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.



## 1.7 WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: Warrant the following living planting materials for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents that are beyond Contractor's control.
  - 1. Trees.
  - 2. Shrubs.
  - 3. Ground covers.
- C. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season.
- D. A limit of one replacement of each plant material will be required, except for losses or replacements due to failure to comply with requirements.

## 1.8 TREE AND SHRUB MAINTENANCE

- A. Maintain trees and shrubs by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing staked and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Maintain trees and shrubs until acceptance by Owner and Landscape Architect.

## 1.8 GROUND COVER AND PLANT MAINTENANCE

- A. Maintain ground cover and plants by watering, weeding, fertilizing, and other operations as required to establish healthy, viable plantings until acceptance by the Owner and Landscape Architect.

## 1.10 LAWN MAINTENANCE

- A. Begin maintenance of lawns immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
  - 1. Seeded Lawns: 30 days after date of Substantial Completion.
  - 2. Sodded Lawns: 30 days after date of Substantial Completion.

- B. Maintain and establish lawns by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn.
- C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawns uniformly moist until acceptance by the Owner and Landscape Architect.

## PART 2 – PRODUCTS

### 2.1 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sunscald, injuries, abrasions, and disfigurement.
- B. Grade: Provide trees and shrubs of sizes and grades conforming to ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.
- C. Labels each tree and shrub with securely attached, waterproof tag bearing legible designation of botanical and common name.
- D. Label at least 1 tree and 1 shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical name.

### 2.1 SHADE AND FLOWERING TREES

- A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required.
- B. Small trees: Small upright or spreading type, branched or pruned naturally according to species and type, and with relationship of caliper, height, and branching recommended by ANSI Z60.1.
- C. Provide balled and bur lapped or container-grown trees.

### 2.2 BROADLEAF EVERGREENS

- A. Form and size: Normal-quality, well-balanced, broadleaf evergreens, of type, height, spread, and shape required, conforming to ANSI Z60.1
- B. Provide container-grown broad leaf evergreens.

## 2.3 GRASS MATERIALS

- A. Sod: Certified St. Augustine sod complying with ASPA specifications for machine-cut thickness, size, strength, moisture content, and moved height, and free of weeds and undesirable native grasses. Provide viable sod of uniform density, color, texture of the following turf grass species, strongly rooted, and capable of vigorous growth and development when planted.

## 2.4 SOIL AMEDEMEMENTS

- A. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 (2.36 mm) sieve and a minimum 75 percent passing a No. 60 (250 micrometer) sieve. Spread evenly at seed and sod areas. Rate of application based on soil test.
  - 1. Provide lime in the form of dolomitic limestone.
- B. Peat Humus: Finely divided or granular texture, with a pH range of 6 to 7.5, composed of partially decomposed moss peat (other than sphagnum), peat humus, or reed-sedge peat mixed with native soil to backfill at planting holes. Mix 50% peat and 50% native soil.

## 2.5 MULCHES

- A. Organic Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
  - 1. Type: Pine straw: 3"-4" deep.

# PART 3 – EXECUTION

## 3.1 EXAMINATION

- A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of the Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Lay out individual tree and shrub locations and areas for multiple plantings. Secure Landscape Architect's acceptance before start of planting work. Make adjustments as may be required.

### 3.3 PLANTING SOIL PREPARATION

- A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

### 3.4 LAWN PLANTING PREPARATION

- A. Loosen sub grade to a minimum depth of 1-2 inches. Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, rubbish, and other extraneous materials.
  - 1. Allow for sod thickness in areas to be sodded.
- B. Grade lawn and grass areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake by hand, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1-1/2 inches (38 mm) in any dimension, and other that may interfere with planting or maintenance operations.
- C. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting.
- D. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

### 3.5 GROUND COVER AND PLANT BED PREPARATION

- A. Loosen sub grade of planting bed areas to a minimum depth of 1-2 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous materials.

### 3.6 EXCAVATION FOR TREES AND SHRUBS

- A. Trees and Shrubs: Excavate approximately 2 times as wide as ball diameter and equal to ball depth.
  - 1. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

### 3.7 PLANTING TREES AND SHRUBS

- A. Set balled and bur lapped stock plumb and in center of pit or trench with top of ball level with adjacent finish grade.
  - 1. Remove burlap and wire baskets from tops of balls and partially from sides, but do not remove from under balls. Remove pallets, if any, before setting. Do not use planting stock of ball is cracked or broken before or during planting operation.
  - 2. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately  $\frac{1}{2}$  backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.
- B. Set container-grown stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated (equal to or 1" above finished grade).
  - 1. Carefully remove containers so as not to damage root balls.
  - 2. Place backfill around balls in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately  $\frac{1}{2}$  backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.

### 3.8 MULCHING

- A. Mulch backfilled surfaces of pits, trenches, planted bed areas, and other areas indicated with pine straw 3" to 4" deep.

### 3.9 SODDING NEW LAWNS

- A. Lay sod within 48 hours of harvesting.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to sub grade or sod during installation. Tamp and roll lightly to ensure contact with sub grade, eliminate air pockets, and form a smooth surface
- C. Saturate sod with fine water spray within 2 hours of planting. During first week, water daily or more frequently as necessary to maintain soil until acceptance by the Owner and Landscape Architect.

### 3.1 CLEAN UP AND PROTECTION

- A. During landscaping, keep pavements clean and work area in an orderly condition.

- B. Protect landscaping from damage due to landscape operations. Treat, repair, or replace damaged landscape work as directed.

### 3.11 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and dispose of it off the Owner's property.

### 3.12 WORK SCHEDULE AND PRECAUTIONS

- A. No work shall be done on the Montgomery side of the building or adjacent to the parking garage Monday through Friday when court is in session.
- B. Orange construction fencing shall be used in all areas.
- C. Demolition and all other work- Call before You Dig!
- D. Existing- "Mall" on MLK (leave tabby area adjacent building- approximately 3' - 4' - 56')
- E. Sidewalk from parking garage- Saturday work only.
- F. Remove existing planter with roses on MLK side.
- G. 4 "cut outs"- 5' x 8' areas in sidewalk to the north of mall at existing MLK side like the 4 on the south side walk to accommodate 4 Crape Myrtles.
- H. Grade to direct water to areas with swales.
- I. Remove existing sod except at south end of building.
- J. Swale from northeast area in front of courthouse to 6" pipe under new tabby and brick sidewalk. Continue swale from southeast side of parking garage to 6" pipe under new tabby and brick sidewalk from parking garage to swale #3 and along (between) sidewalk and storage/add-on building and brick screen wall to swale #4. Jack and bore under existing sidewalk on MLK. Storm water to drain into existing storm water inlet.

END OF SECTION

## SECTION 02813 - IRRIGATION SYSTEM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Section 02950 Planting

#### 1.2 QUALITY ASSURANCE

- A. Provide irrigation system using products produced by Rainbird unless otherwise indicated.
- B. Comply with all applicable local and state codes and standards. All electrical work shall comply with the latest rules of the National Electric Code.
- C. The Contractor shall be experienced with the type of materials being installed and trained in the manufacturer's recommended methods of installation.
- D. Obtain all permits and pay required fees to any governmental agency having jurisdiction. Inspection required by local ordinances during the course of construction shall be arranged as required. On completion of the work, satisfactory evidence shall be furnished to shown that all work has been installed in accordance with the ordinances and codes.
- E. Contractor shall examine the site prior to submitting a bid to verify existing conditions. Any conditions which prevent proper execution of the work shall be reported immediately.
- F. The Contractor shall be responsible for full and complete coverage of all irrigated areas and shall make necessary adjustments at no additional cost to the Owner.
- G. Any major revisions to the irrigation system must be submitted to the Landscape Architect for review. The Landscape Architect, after consultation with the Owner, shall provide written approval of revision including any changes in the contract price.
- H. The Contractor shall install the materials specified in the Construction Documents. Substitutions will be permitted only with written approval by the Landscape Architect and will be made only if in the best interest of the Owner. The installation of any approved substitution is the Contractor's responsibility and shall be made at no additional cost to Owner.
- I. Preconstruction Conference: Before starting work, a site meeting shall be held between the Contractor, the Landscape Architect and the Chatham County Representative.

- J. Coordination: Coordinate and cooperate with the other contractors to enable work to proceed as rapidly and efficiently as possible.

### 1.3 SUBMITTALS

- A. Submit a complete materials list of all items proposed to be furnished and installed under this section.
- B. Submit manufacturer's technical data describing products specified including recommended method of installation.

## PART 2 - PRODUCTS

### 2.1 IRRIGATION PIPE

- A. Irrigation pipe shall be Polyvinyl Chloride (PVC) 1120, with a minimum class rating of 160, sized to maintain a flow velocity of less than five (5) feet per second. All PVC pressure pipe shall meet the standards of ASTM D-1785.
- B. All pipe shall be marked with the manufacturer's name, pipe size, IPS size (schedule number), type of material, and code number.
- C. All pipe shall be guaranteed by its manufacturer to have passed the Anhydrous Acetone Immersion Test and to be free of manufacturing defects.
- D. All fittings for polyvinyl chloride pipe shall be Schedule 40 PVC, type I-II, bearing the seal of the National Sanitation Foundation and comply with ASTM D-2466. Threaded PVC nipples shall be Schedule 80.
- E. Solvents used in jointing PVC pipe and fittings shall conform to ASTM D-3564.

### 2.2 SPRINKLERS

- A. The full and/or part circle sprinklers shall be pop-up, in-ground type. Sprinkler shall be capable of adjustment to meet the radius, operating pressure, and discharge rate specified. Retraction shall be by a heavy duty stainless steel spring. The sprinkler shall have a riser seal and wiper.
- B. The sprinkler housing shall be of UV-resistant, high impact molded plastic.
- C. Spray nozzles for sprinkler heads, if required, shall be by the same manufacturer as the sprinkler.
- D. The sprinkler shall have a filter screen to prevent nozzle clogging.



- E. The sprinkler shall be constructed so that the drive assembly, screen and valve are accessible through the top of the sprinkler without disturbing case installation.

## 2.3 AUTOMATIC CONTROLLER

- A. The sprinkler controller shall be electronic type, completely automatic in operation which shall start the sprinkler cycle and automatically time the individual stations. Controller shall be capable of being zoned.
- B. The controller shall be located and mounted as designated by the Owner.
- C. The controller shall have a lockable cabinet suitable for outdoor mounting.
- D. The controller shall have a master on/off switch that permits system shutdown with programming maintained. If timing mechanism of the controller has to be removed from the field of service, the controller shall be capable of continued manual operation.

## 2.4 ELECTRIC CONTROL VALVES

- A. Electric control valves shall be of glass-filled nylon steel construction with screwed connections, nonrising brass stems, and crosshandles with a minimum pressure rating of 150 psi.
- B. Valve boxes shall be of injected-molded polyesters and fibers, inorganic, with temperature resistant components. Box to be black and lid to be green. Boxes for control valves to be round and sized to allow adequate clearance for operation and service of valve. Box for shut-off and quick coupler valves to be round, 9" inside diameter by 10" deep. Locate all valve boxes in plant areas, not in sod areas.
- C. Electric conduit and fittings shall be underground plastic conduit, Class III, FS W-C1094.
- D. Control wire shall be solid copper, U.L. approved for direct ground burial, minimum #14 UF gauge or 14PE gauge as equal. Common ground wire shall be white.

## PART 3 - EXECUTION

### 3.1 PRODUCT HANDLING

- A. Use all means necessary to protect the materials of this section before, during and after installation. Protect the work and materials of all other trades as well.
- B. In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.

### 3.2 EXCAVATION, TRENCHING AND BACKFILLING

- A. Excavate as required for the installation of the work of this section. Restore all surfaces and existing underground utilities damaged or cut as a result of the excavation to their original condition.
- B. Trenches shall be wide enough to allow a minimum of 6" between parallel lines. Trenches for pipe lines shall be made to provide minimum cover from finish grade as follows:
  - 1. 18" minimum cover over main lines
  - 2. 12" minimum cover over lateral lines to heads
- C. After system is operational and all inspections and testing are complete, backfill excavations and trenches with clean, debris free soil.
- D. Backfill for all trenches shall be compacted to a minimum of 90% density.
- E. Restore all areas to surrounding finish grades after backfilling is complete and remove from the site any excess materials or debris.

### 3.3 PIPE LAYING AND CONNECTIONS

- A. Plastic pipe and fittings shall be gasketed and solvent welded using methods recommended by the pipe manufacturer, except where screwed connections are required. Pipe and fittings shall be thoroughly cleaned of dirt, dust and moisture before applying solvent with a non-synthetic bristle brush. Solvent cemented joints in accordance with ASTM D-2855.
- B. Pipe may be assembled and jointed on the surface. Snake pipe from side to side of trench bottom to allow for expansion and contraction.
- C. Pipes shall be bedded in at least two inches of finely divided material with no rocks or clods over one inch in diameter to provide a uniform bearing surface. Do not lay pipe when there is water in the trench.
- D. Make all connections between plastic pipe and metal valves or steel pipe with threaded fittings using plastic male adapters.
- E. All connections shall be made to the side of the mainline pipes, no connections to the top of the pipe will be allowed.
- F. Install metal detector tape 6" below the top of the trench along the full length of the new water main. The tape shall be 2" wide, blue in color and bear the imprint "Caution -Waterline Below". The tape shall be foil encased in mylar and shall be detectable by electronic pipe locators.

- G. Thoroughly flush out all lines with water prior to installing heads or valves. Maintain flushing at full pressure for three minutes minimum at the most remote valve. Cap or plug all openings as soon as lines have been placed in the trenches to prevent the entrance of materials that may obstruct the pipe. Leave caps or plugs in place until removal is necessary to complete installation.
- H. Provide concrete masonry thrust blocks for all tees, plugs, and 90 and 45 degree bends on two inch and larger lines. Thrust blocking shall bear against the trench wall and shall be of 2500 psi concrete. Thrust blocking should be installed so that it will not interfere with reworking joints, should such work be necessary in the future.

### 3.4 SPRINKLER HEADS

- A. Sprinkler heads to be installed on swing pipe and spiral barb connections except only where flow exceeds 5 pgm requiring Schedule 40 swing joints.
- B. The sprinkler head shall be installed so that the top is slightly above finished grade level. If finished grade has not been established, the sprinkler will be extended a minimum of 4" above existing level and marked with a flag to prevent damage by equipment. Lower to finish grade when established at no additional cost to Owner.
- C. Backfill around the swing joint and sprinkler shall be free of large rocks, roots, or debris.
- D. Place heads six inches from adjacent paving for protection.
- E. Heads shall be set perpendicular to finish grade.

### 3.5 CONTROL LINES AND EQUIPMENT

- A. All control lines shall be installed in a neat and orderly fashion and may be installed either in the main and lateral trenching or in a separate trench.
- B. The control lines shall be bundled together and taped every 10'.
- C. Do not place control wires over the top of the piping.
- D. Provide an expansion curl within three feet of each wire connection and at least one per one hundred feet on runs of more than one hundred feet. An expansion curl consists of five turns of wire around a one inch diameter pipe that is then removed.
- E. Crimp and seal splices at control valves with 3M dbx splice kit by 3M Corporation or Snap-type by Rainbird. Line splices will only be allowed on runs of more than five hundred feet.

- F. All automatic valves and controllers shall be installed according to the manufacturer recommendations.
- G. Place control valves no closer than twelve inches to paving or wall foundations.
- H. Adjust pressure regulating type valves so that the most remote sprinkler heads on the circuit operate at the specified pressure.
- I. Install the controller in the approximate location shown on the plan.
- J. Power supply to be provided by others. Contractor to provide all electrical connections, outlets, wiring, conduits, etc. necessary to operate the controller. All electrical work shall be done by a licensed electrician and in accordance with the latest standards of the National Electrical Code.
- K. Connect remote control valves to controller in sequence to correspond with the station settings.
- L. Set valve boxes flush with finish grade in lawn areas and one inch above finish grade in planting areas. All valve box lids should fit properly into the box and rotated to lock in place.
- M. Controller to be installed with automatic rain sensor device.

### 3.6 COMPLETION OF WORK

- A. The Contractor shall balance and adjust the various components of the sprinkler system so that the overall operation of the system is most efficient. This includes a synchronization of the controllers, adjustment to pressure regulators, part circle sprinkler heads, and individual station adjustments on the controllers.
- B. Replace deficient work as directed by the Landscape Architect at no additional cost to the Owner.
- C. Provide a typewritten legend inside each controller door stating the areas covered by each remote control valve.
- D. Instruct the Owner in the operation and maintenance of the system.
- E. The Contractor shall provide a complete set of as-built drawings which shall be corrected to show changes in sprinkler locations, controller locations, pump locations, piping locations, and other deviations from the original irrigation design. All valve locations shall be shown with actual measurements to reference points so they may be located easily.

- F. When the Contractor is satisfied that the system is operating properly, that it is balanced and adjusted, that all work and clean up is completed, a notice of completion shall be issued including the request for final inspection with date and time given.
- G. The Owner's representative will respond to the notice of completion by the Contractor and shall appear at the given time for a final inspection. Any deficiencies shall be noted by the Owner's representative and a written copy of corrections required shall be given to the Contractor.
- H. Inspection shall include a demonstration that the system meets coverage requirements and that the automatic controls function properly. Coverage requirements are based on one circuit operating at a time.
- I. The Contractor shall furnish a certificate of warranty registration and a guarantee of work and materials for a one year period from date of final acceptance of the system. Final payment for the system shall not be made unless this certification is presented to the Owner.
- J. The Contractor shall provide the following parts and tools for use by Owner in operating and maintaining the system:
  - 1. A manufacturer's service manual for the equipment installed including complete drawings of all parts and components, catalog model numbers together with the manufacturer's name and address.
  - 2. Two (2) keys for each controller cabinet.
  - 3. Two (2) sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied for this project.

END OF SECTION

**CHATHAM COUNTY COURT HOUSE  
MONTGOMERY ST./MLK, JR. BLVD.**

Keystone Ridge Designs, Inc.

Benches-

"Atlanta"

5- AT26- Atlanta benches with back 6'

Planters-

15- AT4SQ-22- Atlanta square planter 22 gal.

Litter Receptacles-

1- AT#-32 Atlanta round litter receptacle 32 gal.

Color- Matte black or Hunter Green

Light Fixtures-

Sternberg Lighting

"Nantucket"

10- 7543TF Pier Mount Compact fluorescent 32W

Color- Black or Park Green

Light Poles and Base-

Sternberg Lighting

"Williamsburg 3600"

Base size 11 ½" w x 28" h

8" Diamond - ½: Diameter Bolt

Shaft T4 - 14'

Color- Black or Park Green

## 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 **RELANDSCAPING AT THE JUDICIAL COURTHOUSE** (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

\_\_\_\_\_, \_\_\_\_\_  
Title Name of Bidder

(herein after Company) in consideration of the privilege to bid/or propose on the following Chatham County project procurement **RELANDSCAPING AT THE JUDICIAL COURTHOUSE** 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.  

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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 \_\_\_\_\_

20\_\_ by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

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

DPC Form #45

## 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, , 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 RLINK"<https://www.vis-ddhs.com/EmployerRegistration>"<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 voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education or 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

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

**Attachment G**

**Chatham County  
Minority and Women Business Enterprise Program  
M/WBE Compliance Report**

Name of Bidder: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Bid No: \_\_\_\_\_

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total \_\_\_\_\_%

WBE Total \_\_\_\_\_%

M/WBE Combined \_\_\_\_\_%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature \_\_\_\_\_ Print \_\_\_\_\_

Phone (     ) \_\_\_\_\_ Fax (     ) \_\_\_\_\_



## CHATHAM COUNTY PURCHASING DIVISION

### NO-BID STATEMENT

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

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

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

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

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

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

### VENDOR STATEMENT

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

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Signature

Bid Number 11-4-2-7

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone Number                      Fax Number

Relandscaping at the Judicial Courthouse

Purchasing Agent ...Telephone: 912-790-1623 or Fax: 912-790-1627

**REFERENCE FORM**

**REFERENCES - \$499,999 or less:** On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$499,999 or less, for bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows. 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

- 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.

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## CHECKLIST FOR SUBMITTING BID

**Sign below and submit this sheet with Bid**

**NOTE: All of the following items must be submitted with your Bid to be considered “responsive”.**

1. ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (Page 3 of ITB).
2. **ORIGINAL SURETY BOND (5% OF BID) ALONG WITH SURETY REQUIREMENTS SHEET FILLED OUT** (Page 23 of ITB).
3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.
4. **“LIST OF SUBCONTRACTORS” SHEET FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.**
5. **“% TO MBE SUBCONTRACTORS/SUPPLIERS’ SHEET COMPLETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO MBE/WBE SUBCONTRACTORS/SUPPLIERS.**
6. SECTION 2.28 OF ITB (pages 17-18) **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).  
\*E-2 MUST BE FILLED OUT FOR EACH SUBCONTRACTOR.**
8. **SUBMIT A COPY OF YOUR BUSINESS TAX CERTIFICATE.**

\_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

LEGAL NOTICE

CC NO. 164377

Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **DECEMBER 7, 2010** and publicly opened in **Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406**, for: **BID NO : 11-4-2-7 RELANDSCAPING AT THE JUDICIAL COURTHOUSE**

**MANDATORY PRE-BID CONFERENCE: 10:00 A.M. NOVEMBER 23, 2010. Conference will be held on-site at The Chatham County Law Library, Room 112, 415 W. Broughton Street, Savannah, Georgia.**  
Your attendance is **MANDATORY**.

**Bid Packages with plan sheet are available from the office of the Chatham County Purchasing & Contracting Department at the above address.**

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

**All firms requesting to do business with Chatham County must also register on-line at <http://purchasing.chathamcounty.org>. For additional information concerning specifications, please contact Robin Maurer at (912) 790-1623.**

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"**



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WILLIAM R. PARSON, CPPO, PURCHASING AGENT

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SAVANNAH NEWS/PRESS INSERT: Nov. 11, Nov. 22, 2010

Please send affidavit to:

Chatham County Purchasing & Contracting Department

P.O. Box 15180

Savannah, Georgia 31416

(912) 790-1623