

INVITATION TO BID

PROPOSAL

BID NO. 12-0029-4

TALMADGE CANAL CULVERT

PREBID CONF: 2:00PM, APRIL 25, 2012

BID OPENING: 2:00PM, MAY 15, 2012

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

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

 BID SCHEDULE

 PERFORMANCE BOND - UPON AWARD OF CONTRACT

 PAYMENT BOND - UPON AWARD OF CONTRACT

 CONTRACT

 X LEGAL NOTICE

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

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

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 woman owned businesses. In order to accurately document participation, businesses submitting bids or proposals are encouraged to report ownership status. A minority or woman business is defined as a business with 51% or greater minority of woman ownership. Please check ownership status as applicable:

African-American _____ Asian American _____ Hispanic _____

Native American or Alaskan Indian _____ Woman _____

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

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS _____

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

BY: _____
DATE

SIGNATURE

TITLE: _____

COMPANY: _____

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AGENT
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1622

Date: March 9, 2012

BID NO. 12-0029-4

GENERAL INFORMATION FOR INVITATION FOR BID/PROPOSAL

This is an invitation to submit a bid or proposal to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids or proposals will be received at the Office of the Purchasing Agent, **at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, up to 2:00PM, MAY 15, 2012** at which time they will be opened and publicly read. **The County reserves the right to reject all bids or proposals for any bid or proposal that is non-responsive or not responsible.**

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

A **pre-bid conference** has been scheduled to be conducted **and held at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, at 2:00PM, APRIL 25, 2012** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **You are encouraged to attend.**

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

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

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

INSTRUCTIONS TO BIDDERS/PROPOSERS

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

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

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

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

1.3 **How to Submit Bid Proposals:** All bid proposals shall be:

- a. **Submitted in sealed opaque envelopes, plainly marked with the bid number and title, date and time of bid opening, and company name.**
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.
 1. **Mailing Address: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31416.**
 2. **Hand Delivery: Purchasing Agent, Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.**

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

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

- a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.
- b. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.

- c. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.
- 1.5 **Failure to Bid:** If a bid is not submitted, the business should return this invitation to bid document, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **Bidder:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.9 **Responsible / Responsive Bidder:** *Responsible Bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive Bidder* means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
- 1.10 **Compliance with Laws:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.11 **Contractor:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.12 ***Local Preference:** On 27 March, 1998 the Board of Commissioners adopted a Local Vendor Preference Ordinance. This Ordinance does not apply to construction contracts. However, contractors are encouraged to apply the same method when awarding bids to local and local M/WBE businesses when ever possible in order to promote growth in Chatham County's economy. **NOTE: Local Preference does not apply to Public Works Construction contracts.**
- 1.13 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of

Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered. Also, any contractor or subcontractor that has pending litigation with the County will not be considered for contract award.

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

Bidder acknowledges that in performing contract work for the Board, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to Board contract.

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

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

- 1.15 **Payment of Taxes:** No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of commissioners on April 8, 1994.

- 1.16 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors **must obtain a license from the State Licensing Board of Residential and General Contractors by July 1, 2008:**

* **Residential - Basic Contractor** (Contractor work relative to detached one-family and two-family residences and one-family townhouses not over three stories in height).

* **Residential - Light Commercial Contractor** (Contractor work or activity related to multifamily and multiuse light commercial buildings and structures).

* **General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

See Checklist for Submitting Bid (page 22) for the type of license required for this project.

GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one bid. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least 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:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.
- 2.8 **Liability Provisions:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 2.9 **Cancellation of Contract:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.

- 2.10 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.
- 2.11 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.
- 2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.
- 2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The 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 (912) 201-4300 for additional information.

2.16 Insurance Provisions, General: The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. **Failure to do so may be cause for termination of contract.**

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

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

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

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

- a. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- b. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident., disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- c. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an Any Auto basis.

2.16.3 Special Requirements:

- a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- b. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- d. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- e. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the County.
- f. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- g. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- h. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

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

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

Minimum Limits: \$1 million per claim/occurrence

Coverage Requirement: If claims-made, retroactive date must precede or coincide with the contract effective date or the date of the Notice to

Proceed. The professional must state if tail coverage has been purchased and the duration of the coverage.

- b. **Builder's Risk: (For Construction or Installation Contracts)** Covers against insured perils while in the course of construction.

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

Coverage Requirements: Occupancy Clause - permits County to use the facility prior to issuance of Notice of Substantial Completion.

- 2.17 **Compliance with Specification - Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidders proposal or bid and by reference are made a part hereof.
- 2.18 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the bidder after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.19 **Notice to Proceed:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.20 **Payment to Contractors:** Instructions for invoicing the County for products delivered to the County are specified in the contract document.
 - a. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
 - b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
 - c. Upon completion of the work or delivery of the products, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
 - d. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.21 County's Rights Concerning Award:

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

- (a) Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- (b) Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
- (c) Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;
- (d) Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- (e) Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations.
- (f) Whether the bidder has made a **Good Faith Effort** to meet local participation goals as set forth herein in Paragraph 2.22.

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

- a. The Chatham County Board of Commissioners under Georgia law may reject any bid as non-responsive if they feel a bidder did not exercise "**Good Faith Effort**" in obtaining the goal established for M/WBE participation.
- b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and 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/Woman Business Enterprise participation.

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

- c. A Minority/Woman Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/female individuals (2) and whose daily business operations are managed and directed by one

or more of the minority/female owners.

- 2.23 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBEs. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered nonresponsive.

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

- 2.24 **GEORGIA OPEN RECORDS ACT** - The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials and documentation prepared for and submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

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

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

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

- 2.25 **GEORGIA TRADE SECRET ACT of 1990-** In the event a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a Trade Secret. The County will maintain the confidentiality of such trade secrets to the extent provided by law.

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

- 2.27 **EXCEPTIONS-**All proceedings, records, contracts and other public records relating to procurement

transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Georgia Open Records Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to rebid the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Georgia Open Records Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

2.28 DEBARRED OR SUSPENDED SUBCONTRACTORS: CONTRACTOR shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <https://www.epls.gov> or the State of Georgia, DOAS, State Purchasing Exclusion listing. Contractor shall immediately notify County in the event any subcontractor is added to either Federal or State listing after award of the subcontract.

2.29 CONE OF SILENCE:

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

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

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

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

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

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

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

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

2.32 CONSTRUCTION APPRENTICE PROGRAM HIRING:

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

2.33 SECURITY AND IMMIGRATION COMPLIANCE ACT AND SYSTEMATIC ALIEN

VERIFICATION FOR ENTITLEMENTS (SAVE): On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. 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.

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

ADDITIONAL CONDITIONS

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

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

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

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

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

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

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

final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final application for payment.

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

- a. For work performed by the prime contractor/general contractor, the contractor shall be reimbursed for actual cost incurred in doing the work, and an additional payment of 15% to cover overhead and profit.
- b. For work performed by a sub-contractor, the sub-contractor shall be reimbursed for actual cost incurred in doing the work, and an additional payment of 10% to cover overhead and profit. The contractor shall be allowed an overhead and profit mark-up not to exceed 7% on the subcontractor's price. The County shall not recognize subcontractors of subcontractors.
- c. The term "Actual Cost" shall include the cost of material and labor as follows:
 - i. Material cost - Direct cost of material, sales tax, freight and equipment rental.
 - ii. Labor cost - Man hour cost listed separately by trade, payroll costs including workman's compensation, social security, pension and retirement.
- d. The term "Overhead and Profit" shall include bonds (Payment & Performance, Roof & Wall), insurance (Liability, Builders Risk), permits, supervision costs (cost of subcontractor to supervise own work, cost of contractor to supervise work of sub-contractor), proposal preparation and all administrative costs.

3.2.2. **LIQUIDATED DAMAGES:** Failure to complete the work within the duration plus any extension authorized in writing by the County Engineer shall entitle the County to deduct as "Liquidated Damages" from the monies due the Contractor the amount of **\$200** for each calendar day in excess of the authorized construction time.

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

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

- X **D.** Bidder acknowledges Chatham County’s right to require a Performance and Payment Bond of a specific kind and origin. “Performance Bond” means a bond with good and sufficient surety or surities for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. “Payment Bond” means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
- X **E.** Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount, and;
- 3.4 **Warranty Requirements:** (Check where applicable):
- a. Provisions of item 2.12 apply.
- b. Warranty required.
- X 1. Standard warranty shall be offered with bid.
2. Extended warranty shall be offered with bid. The cost of the extended warranty will be listed separately on the bid sheet.
- 3.5 **Terms of Contract:** (check where applicable):
- a. Annual Contract
- b. One-time Purchase
- X c. Other **ONE TIME CONTRACT**

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

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

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

This _____ day of _____ 20 ____.

BY _____
SIGNATURE

TITLE

COMPANY

Phone / Fax No's.

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

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

- 1. ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (Page 3 of ITB)**
- 2. ORIGINAL SURETY BOND (5% OF BID) ALONG WITH *SURETY REQUIREMENTS* SHEET FILLED OUT (page 23 of ITB)**
- 3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.**
- 4. “LIST OF SUBCONTRACTORS” SHEET FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.**
- 5. “% TO MBE SUBCONTRACTORS/SUPPLIERS” (ON ATTACHMENT G) SHOWING % OF PROJECT THAT IS PROJECTED TO GO TO M/WBE SUBCONTRACTORS / SUPPLIERS MUST BE COMPLETELY FILLED OUT.**
- 6. SECTION 2.28 OF ITB (page 16) REFERENCES: Read this section and submit the correct number of “References” (based on total dollar amount of project) Note: Supply 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 H).**
- 8. SUBMIT A COPY OF YOUR CURRENT *STATE OF GEORGIA UTILITY CONTRACTORS LICENSE*.**

NAME / TITLE

COMPANY

ADDRESS

PHONE / FAX NO'S.

CHATHAM COUNTY, GEORGIA

SURETY REQUIREMENTS

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

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

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

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

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

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

PROPOSAL

SPECIFICATIONS FOR:

TALMADGE CANAL CULVERT

BID NO. 12-0029-4

The project is located south of US 80 and east of SR 307 in Garden City, Georgia.

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

installing a new double 72" reinforced concrete pipe culvert and removal of an existing 42" pipe culvert approximately 300 feet west of the new culvert. All associated work for the culvert replacement is included on the construction drawings.

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

COMMENCEMENT AND COMPLETION:

**WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO PROCEED".
ALL WORK SHALL BE COMPLETED WITHIN 110 CALENDAR DAYS AFTER THE
TEN DAY PERIOD.**

SPECIAL CONDITIONS

Project Description:

The project is located at south of US 80 and east of SR 307 in Garden City, Georgia.

The work consists of installing a new double 72-inch reinforced concrete pipe culvert and removal of an existing double 42-inch pipe culvert approximately 300 feet west of the new culvert.

All associated work for the culvert replacement is included on the construction drawings.

Soil erosion and sedimentation control is required and must be implemented prior to, and maintained during construction of the work. Construction phasing and maintenance of traffic is required.

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

The easements and right of way shown on the drawings shall be used as staging and storage areas. At the completion of the project the Contractor shall restore all areas to equal or better than its preconstruction condition.

Contract Documents

Technical Specifications

A.	01150	Measurement and Payment
B.	02100	Clearing and Grubbing
C.	02200	Excavation, Filling and Grading
D.	02210	Erosion Control
E.	02221	Excavation, Trenching and Backfill for Utility Systems
F.	02400	Storm Drainage System
G.	02480	Grassing and Sodding

Drawings

A.	1	Cover Sheet, Vicinity Map, Schedule of Drawings
B.	2	General Notes and Legend
C.	3	Construction Plan
D.	4	Construction Plan
E.	5	Erosion and Sedimentation Control Plan
F.	6	Erosion and Sedimentation Control Plan
G.	7	Details

Work Hours and Traffic Control

Work hours shall be limited to 7:00 am to 5:30 pm Monday through Friday and shall exclude all holidays observed by Chatham County.

Ingress and egress from the project site shall be made from U.S. 80 to the existing earthen road located at the western side of the property [see Drawing 4 of 7]. The Contractor shall prepare a Traffic Control Plan meeting all requirements of the Georgia Department of Transportation [GDOT]. The Contractor shall submit the plan and written approval by GDOT to the Chatham County Department of Engineering for approval prior to beginning work. All necessary traffic control devices, flagmen, notifications shall be provided for by the Contractor and approved by the Chatham County Department of Engineering.

Pre-Construction Inspection

A pre-construction conditions photographic record is required and must be submitted to Chatham County Department of Engineering for approval prior to start of any land disturbing work. The preconstruction photographic record shall consist of a bound photo album (such as a 3-ring binder with plastic sleeves) with 3" by 5" color photographs. Each photograph shall be described as to location and feature represented. Special emphasis shall be given to the condition of the US 80 shoulder and roadway pavement at the point of ingress and egress.

The preconstruction photographic record shall be provided to and accepted by the County prior to issuance of Notice to Proceed. This is in addition to other inspections and surveys required of the Contractor or performed by the County.

Post-Construction Inspection

Prior to final inspection of the project, the Contractor shall restore the site to a condition equal or better than its preconstruction condition. This includes but is not limited to restoration of all grasses, replacement of mailboxes, pavement and road repair, and cleaning up debris. All deficiencies identified by the inspection shall be corrected by the Contractor prior to acceptance of the work as substantially complete.

Construction Staking and Control of Work

The County shall engage a surveyor registered by the State of Georgia to provide initial construction stakeout and demarcation project limits and property lines. Ongoing control of the project work shall be the responsibility of the Contractor. The cost for resurvey work to reestablish initial project controls shall be paid for by the Contractor. The Contractor shall provide access and schedule all work in order to accommodate the survey work by the County's surveyor.

Erosion and Sedimentation Control

The Contractor will be responsible for installation, maintenance and repair of the sedimentation and erosion control facilities and for any modifications or adjustments necessary for the project to remain in compliance with the Georgia Erosion and Sedimentation Act during performance of the work. The Contractor will have on site at all times of construction activity a Georgia Soil and Water Conservation Commission Level 1A certified person.

The contractor shall perform sediment and erosion control inspection and reporting requirements, testing and recording water quality [turbidity], recording daily precipitation amounts, and other duties as described in the contract documents. Inspection reports shall be provided on forms provided by the County or as approved by the County. Signed copies of the Contractor's reports shall be submitted to the County with each Request for Payment. Water quality testing and reporting will be provided by the County.

The total contract amount will be reduced by an amount as specified in the fines section below for each occurrence of failure to conform to the sediment and erosion control requirements of the contract. For the purpose of this paragraph an occurrence shall be defined as each 24-hour period with consecutive 24-hour periods being measured as separate occurrences. This fee shall be in addition to any penalties or assessments made against the Contractor for non-compliance of the Georgia Water Quality Control Act.

Fines and Liquidated Damages

A \$200 per day fee shall be assessed against the Contractor and withheld from the Lump Sum Contract Price for each and every day that the erosion and sedimentation control plan is not in proper operation. This fee shall be in addition to any penalties or assessments made against the Contractor for non-compliance of the Georgia Water Quality Control Act.

Liquidated Damages shall be assessed at \$200 per calendar day for work not completed within the Contract period. The full amount of liquidated damages will be deducted from the final payment to the Contractor.

Field Condition Allowance

The Field Condition Allowance shown on the bid sheet shall belong to Chatham County. Bidders shall not use this Allowance to assume any Contractor costs known or unknown at the bidding. Chatham County must approve use of the Allowance. Bidders shall include this Field Condition Allowance within their base bid. Any unused allowance shall revert to Chatham County.

Other Special Requirements

The Contractor shall provide approved means and methods upstream and downstream of the excavation to control water as needed in any open excavations as required for construction. The Contractor's means and methods shall apply to a normal dry weather and extreme wet weather conditions and shall not impede natural drainage through the construction site.

Watering of vegetative covers past the date of substantial completion of the work shall be provided on seeded areas to achieve full coverage to match existing conditions and as accepted by Chatham County.

Documentation to be Provided with Requests for Payment

In addition to the documentation described elsewhere in the Contract Documents, the Contractor shall submit with each request for payment the following:

Inspection reports of the sediment and erosion control facilities as described in the General Permit No. GAR100002. A copy of the Georgia Soil and Water Conservation Commission certification card(s) of the person(s) completing the reports shall also be submitted. Missing or incomplete documentation of inspection reports may be cause for delay/denial of payment.

Copies of material delivery tickets. The Contractor shall be responsible for collecting these documents at the time of delivery. The delivery tickets shall not relieve the Contractor of his responsibility to ensure the materials are in accordance with the contract documents. Missing or incomplete documentation of delivered materials may be cause for delay/denial of payment.

Prior to submitting a request for payment, the Contractor shall review the extent of work completed with the County's representative for accuracy and completeness.

SECTION 01150
MEASUREMENT AND PAYMENT

1. SCOPE:

Under this heading shall be included the methods of measurement and payment for items of work under this Contract.

2. ESTIMATED QUANTITIES:

All estimated quantities for unit price items, stipulated in the Bid Proposal, or other Contract Documents, are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the bids submitted for the Project. The actual amounts of work done and materials furnished under price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and material furnished. The Contractor agrees to make no claim for damages, anticipated profits or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts included in the Bid Proposal. The Contractor will not be paid for any work which exceeds 25 percent of the quantity set forth in the Bid Schedule without a change order issued before the work is performed unless specifically ordered in writing by the Engineer. The Contractor will provide assistance to the Engineer to check quantities and elevations when so requested.

3. REMOVE EXISTING PIPE:

Payment shall be at the lump sum price in the Bid Proposal and shall include all labor, equipment and materials required to remove the existing pipe, transport it from the site, and dispose of it in accordance with applicable regulations.

4. GRADING:

Grading shall include all project excavation, compaction and finish grading, on and off site borrow and earth fill to meet finish grades, clearing and grubbing of work and storage areas, project staking, bonds and insurance, and all miscellaneous items not included elsewhere in this Bid Schedule to complete this project in accordance with the Contract Plans and Specifications. Payment shall be lump sum to include all labor, materials and equipment to perform the work. Contractor will perform his own construction staking from control information provided by the Owner.

5. PIPE:

Measurement of pipe will be on the basis of the number of linear feet of pipe in place as shown on the Plans measured along centerline. Payment for furnishing and installing the pipe will be on the basis of the unit price in the Bid proposal and shall include all work required for excavation and backfilling to properly install the pipe. The cost of excavation for and installation of stone bedding as shown on the plans is also included in the price bid for pipe.

6. DEWATERING AND MAINTENANCE OF FLOW:

Payment shall be at the lump sum price in the bid proposal and shall include all labor, equipment and materials required to remove surface and ground water as required to complete the work as shown on the plans while maintaining flow capacity through the work area for stormwater runoff.

7. GROUTED RIPRAP:

Measurement shall be on the basis of the actual number of square yards of riprap installed as determined in the field. Payment shall be at the unit price per square yard in the bid proposal and shall include all labor, material and equipment required to excavate to depth of riprap placement, stabilize subgrade, install filter fabric, place stone riprap and then fill voids with flowable fill concrete.

8. SOIL EROSION AND SEDIMENTATION CONTROL:

Payment for this item is for measures to be taken as indicated on the Plans and Specifications and provided in the Manual for Erosion and Sedimentation Control in Georgia, including stabilization with temporary and permanent grassing by seeding. Payment is for all labor, material and equipment necessary to meet the requirements.

9. SODDING:

Measurement of sodding shall be on the basis of the number of square yards furnished and installed where shown on the plans and/or as directed by the Engineer. Payment for furnishing and installing the sod shall be at the unit price in the Bid Proposal, and shall include all labor, material and equipment required to obtain and install the sod, secure the sod by staking or other measures, and maintain the sod until acceptance by Chatham County.

10. FIELD CONDITION ALLOWANCE:

The field condition allowance is provided to provide flexibility for the Owner in dealing with field conditions which are not evident at the time of bidding. The field conditional allowance shall belong to the owner. Bidders should not use this allowance to cover any contractor costs known or unknown at the time of bidding. The owner must approve the use of all or part of the allowance and payment will only be made for the amount authorized. Bidders shall include the allowance within the Base Bid. Any unused allowance shall revert to the owner at the completion of the project.

SECTION 02100
CLEARING AND GRUBBING

1. SCOPE:

Under this heading shall be included the furnishing of all labor, materials and equipment and performing all operations necessary for clearing and grubbing all areas and disposal of all unsuitable material.

2. LIMITS:

Clearing and grubbing under this Contract shall be performed within the area necessary to perform the work as shown on the plans, including access routes and laydown areas.

3. CLEARING:

Completely clear, remove and satisfactorily dispose of all unsuitable materials resting on or protruding above the surface of existing ground. Clearing includes trees (unless designated for preservation), stumps, bushes, grass, rubbish, refuse, scrap iron, rubble, other items specified on the Plans to be removed, and all other deleterious materials. Excavate for stumps if necessary.

4. GRUBBING:

Completely grub the entire designated area free of all roots, stumps, logs, rubbish and other deleterious materials to a depth of at least two feet below existing ground. If no further excavation is to be made within the limits of Work under this heading then the holes caused by the removal of stumps, trees and rocks shall be filled and compacted with suitable material and graded to conform with surrounding surface.

5. BENCH MARKS:

The Contractor shall maintain and protect all benchmarks, monuments, settlement monitoring devices and other reference points. Any reference point damaged or destroyed as a result of the Contractor's operations or negligence shall be repaired or replaced at no cost to the Owner.

6. DISPOSAL:

Disposal of all cleared and grubbed materials shall be made off the site and property of the Owner unless shown otherwise on the Plans.

7. MEASUREMENT AND PAYMENT:

Clearing and grubbing will not be measured nor paid for separately. Costs for clearing and grubbing shall be included in the lump sum price for grading.

SECTION 02200
EXCAVATION, FILLING AND GRADING

1. SCOPE:

Under this heading shall be included the following:

- a) Excavation required for structures.
- b) Sub-cut excavation as required or designated.
- c) Wasting and disposal of excess or unsuitable materials.
- d) Compaction of all materials.
- e) Dewatering or unwatering as necessary to complete the excavations to the required depths and as necessary to maintain the excavation sufficiently dry so that all work can be accomplished.
- f) Site grading as required, including excavation and backfill.
- g) All other work specified herein.

Excavation and backfill for storm sewers is specified in Section 02221 of these Specifications.

2. GENERAL:

The Contractor shall accept the site in its existing condition, and shall assume the risk of encountering whatever materials as may occur.

3. SOILS:

The Contractor shall make his own determination of the soil structure and site conditions as they may affect the work.

4. DEWATERING AND PROTECTION AGAINST WATER:

The Contractor shall remove water from the site and shall lower the ground water level as necessary to complete the excavations to the required depths and as required to maintain the excavations sufficiently dry so that all required work can be accomplished. The Contractor shall do such well construction, well pointing, sheeting, ditching, diking and pumping and shall construct necessary drains, channels, sumps and cofferdams to keep his excavations and new structures clear of ground water, storm water or sewage and to keep his construction areas dry during the progress of the work and until the finished work is accepted by the Owner, except as otherwise specified.

The Contractor shall be responsible for the effect of dewatering operations on adjacent property and for the effect on water supplies located in the vicinity of the project.

Adequate measures and protection shall be provided by the Contractor to protect his work from damage from uplift due to ground water, storm water, or flood water. Any damages which may result shall be the Contractor's responsibility.

The Contractor shall accept all responsibility for damage to the work of this Contract because of floods and water pressures and other water damages and shall accept all risks of floods and other events which may occur.

All water discharged by pumping operations shall be discharged so as not to interfere with work under this Contract or with existing structures and operations. Route of dewatering pipe shall be subject to the Owner's review. Discharge facilities and water quality shall comply with applicable regulations of State and Federal agencies.

Dewatering operations shall be uninterrupted and continuous during the course of the work so as not to endanger any construction in place or to present a hazard to workmen in and around the site. The Contractor shall take all measures necessary including, but not limited to, standby equipment and constant attendance to ensure that the dewatering system remains operational and effective throughout the period of time that it is required.

5. MATERIALS:

a) Earth Fill.

Earth fill, shall consist of all suitable materials from required excavations. Suitable materials for earth fill shall generally be composed of sands, clay-sand mixtures and silt-sand mixtures. Clay-sand and silt-sand mixtures shall be approved by the soil technician prior to being incorporated in fills. Clays, silts, and organic soils will be considered as unsuitable materials.

b) Excavated Materials.

All suitable materials from excavations shall be used in the permanent construction required under these Specifications. Suitable materials shall be excavated separately from materials to be wasted and the suitable materials shall be segregated by loads during the excavation operations and shall be placed in temporary stockpiles and later placed in the designated locations. Excavated materials, which, after drainage, are suitable for the embankment but which, when excavated are too wet for immediate compaction in the embankment, shall be placed temporarily in stockpiles until the moisture content is reduced sufficiently to permit them to be placed in the earth fills.

c) Excess Materials.

All excess material from required excavations shall be removed from the site unless written authorization is given by the Owner to stockpile the material on the site.

6. EXCAVATION:

Excavation shall include the loosening, loading, removing, transporting, stockpiling and disposing of all materials, wet or dry, necessary to be removed to construct all structures included in this Contract to the lines and grades, and at the locations, shown on the Contract Drawings. Excavation for storm sewers is included in other Sections of these Specifications.

Excavation for structures shall conform to the depth and dimensions necessary for the proper installation of all structures detailed on the Contract Drawings. Unless shown on the Drawings excavation shall not be carried below the elevations shown on the Drawings. Where bottoms of excavations are slightly unstable and the Drawings do not require a stabilized granular backfill and the Owner does not direct additional excavation and replacement, the Contractor may provide a gravel course, but such work will be considered as for the Contractor's convenience and will not be considered as extra work.

Where any unauthorized excavation is made below the elevation indicated on the Contract Drawings, the excavation shall be restored to the proper elevation with compacted, well graded granular backfill. Such backfill shall be compacted as specified in the Article entitled "Compaction".

Excavation shall be made for site work to the required depths, grades and alignment.

7. BORROW:

It is anticipated that some suitable material for required fill and backfill can be obtained from required excavation. Suitable materials shall be secured by the Contractor from off-site sources if required. Payment for this item will be included in the lump sum price for grading, etc. Borrow material should be tested by the Contractor and the results forwarded to the Owner for approval prior to use of the material on the project.

8. BACKFILLING:

All excavation shall be backfilled to the lines and grades shown on the Contract Drawings. No backfilling shall be done in unsuitable weather or over ground that is frozen or too wet.

Backfill, in general, shall be placed in horizontal layers not in excess of 12 inches in thickness, except in the cases of embankment construction around structures and under roadway and piping locations, where backfill shall be placed in 6 inch layers, with each layer thoroughly compacted as specified hereinafter, prior to the addition of the succeeding layer.

Fill material shall be suitable material taken from the excavation. All sticks, debris, organic matter, frozen material, stones or cobbles over 6 inches in maximum dimension, and other deleterious material shall be removed from the backfill material prior to its use.

9. COMPACTION:

a) General.

Compaction of earth fill shall be performed to the percentages of maximum standard or modified dry densities and to the depths as shown on the drawing or as follows:

Unpaved Areas To Be Grassed Or Sodded.

95 Percent Standard (ASTM Test D698) Full Depth

b) Moisture Content.

All compaction shall be performed at material moisture contents within 3 percentage points, plus or minus of optimum. Compaction and proof rolling equipment shall be as outlined in Section 02500 or as may be required for the type of fill being compacted.

10. TESTING:

a) General.

The Owner will provide for a qualified independent testing laboratory for the purpose of identifying soils, checking densities, and classifying soils materials during construction. Payment for the testing will be by the Owner. The Contractor shall coordinate his efforts with the lab, and shall provide 48 hours advance notice of the time when testing is needed. Testing will be completed on each lift of backfill placed in areas designated by the Owner. The Owner may, at their discretion, waive compaction testing of minor, non-structural fill placement.

b) Moisture Density Tests.

Testing shall be in accordance with ASTM Methods D698 and D1557 or such other test may be accepted by the Owner. A test shall be performed on each type of material used in the work regardless of source. Changes in color, gradation, plasticity or source of fill material will require the performance of additional tests. Copies of all test results shall be furnished to the Owner.

c) Field Density Tests.

Tests shall be made in accordance with ASTM Method D1556 or such other test as may be accepted by the Owner. If any compaction test reveals that fill or backfill is not compacted as specified, the Contractor shall scarify and recompact as required to achieve the specified density. Additional compaction tests shall be made to verify proper compaction. These additional tests, required due to failure of the original test, shall be paid for by the Contractor and not be reimbursed by the Owner.

d) Submittals.

The soils technicians will submit formal reports of all compaction tests and retests to the Contractor and Owner as soon as possible upon completion of the required tests.

This report information is to include but not be limited to the following:

1. Date of the test and date submitted.
2. Location of test.
3. Wet weight, moisture content and dry weight of field sample.
4. Description of soil.

5. Maximum dry density and moisture content of the lab sample which best matches the field sample in color, texture, grain size and maximum dry density.
6. Ratio of field dry density to maximum lab dry density expressed as a percentage.
7. Comments concerning the field density passing or failing the specified compaction.
8. Comments about recompaction if required.

e) Compaction Results.

The soils technician is to advise the Owner and Contractor immediately of any compaction tests failing to meet the specified minimum requirements. No additional lift is to be placed on a lift with any portion failing.

11. GRADING:

Upon completion of other construction operations, the entire site, within the limits shown on the Drawings, shall be brought to the finished grades shown. All surfaces shall be sloped to the grades indicated and which will provide proper drainage. All surfaces shall be raked smooth and shall be free of all vegetable matter, debris and stones larger than 2-1/2 inches. Allow for thickness of required topsoil.

12. SUBMITTALS:

Results of tests on proposed borrow material shall be provided to the Owner for approval prior to use of the material on the site.

13. MEASUREMENT AND PAYMENT:

The work specified in this Section will not be measured for direct payment. Payment will be included in the price for the item of work for which it is required.

SECTION 02210
EROSION CONTROL

1. SCOPE:

Under this section shall be included all measures both temporary and permanent to control erosion and sedimentation, and protect all surface waters and property both on and off site. This shall include all labor, materials and equipment necessary to meet the requirements of this Section.

2. GENERAL:

It is the intent of this Specification that the Project and the Contractor comply with all applicable requirements of the Erosion and Sedimentation Act of 1975 and the Chatham County Soil Erosion Ordinance.

The Manual for Erosion and Sediment Control in Georgia further defines practices and requirements. The Contractor is responsible for maintaining all sediment and erosion control measures on the project site during construction. The Contractor is responsible for any damage caused due to failure to implement these requirements.

3. PLANS:

Soil Erosion and Sedimentation Control measures are shown on the plans and are to be implemented as a part of the procedures necessary to implement requirements of the Act and Ordinance.

4. IMPLEMENTATION:

Implementation of the requirements of the Act is based on the following principles:

- a) The disturbed area and the duration of exposure to erosion elements should be minimized.
- b) Stabilize disturbed areas immediately.
- c) Retain or accumulate runoff.
- d) Retain sediment.
- e) Do not encroach upon watercourses.

5. SPECIFIC REQUIREMENTS:

a) All disturbed areas shall be grassed by sodding or seeding, fertilizing, mulching and watering to obtain a ground cover which prevents soil erosion.

b) A temporary construction egress pad shall be installed and maintained at any point where construction vehicles enter a paved road, street or parking area. The pad shall be used to prevent mud from leaving the construction area. The pad shall be constructed as shown in the Manual for Erosion and Sediment Control.

c) All measures installed for sediment control shall be checked at the beginning and end of each day when construction is occurring to ascertain that the measures are in place and functioning properly.

d) Erosion control measures shall be inspected by the Contractor after each rainfall event and at least daily during prolonged periods of continuous rainfall. Contractor shall make repairs and adjustments as necessary to maintain the effectiveness of all sediment and erosion control measures.

6. PAYMENT:

Payment shall be at the lump sum price shown in the Bid Schedule, and shall include the cost of all temporary and permanent grassing to be established by seeding.

SECTION 02221
EXCAVATION, TRENCHING AND BACKFILL FOR UTILITY SYSTEMS

1. SCOPE:

Under this heading shall be included the excavation, trenching and backfilling required for all underground utility systems.

Utility systems include storm sewers.

2. GENERAL:

Underground piping and utility systems which are to be installed in trenches whose lowest point of excavation is below the existing ground level, and which are unaffected by an excavation for structures, may be installed at any time during the course of the work. Piping and systems to be installed in or over fill, backfill or new embankments shall not be installed until all earthwork has been completed to rough grade, nor until settlement of the fill or embankment has taken place.

3. LOCATION AND PROTECTION OF UTILITIES AND STRUCTURES:

It shall be the responsibility of the Contractor to acquaint himself with the location of all utilities and structures both present and proposed, also all existing surface structures which may be affected by work under the Contract. The location of any underground structures furnished, shown on the Plans or given on the site are based upon the available records but are not guaranteed to be complete or correct, and are given only to assist the Contractor in making a determination of the existence of underground structures.

Overhead utilities, poles, etc., shall be protected against damage by the Contractor, and if damaged by the Contractor, shall be replaced by him. The Contractor shall notify those who maintain utilities sufficiently in advance of the proposed construction so that they may locate, uncover and disclose such work. If the progress of construction necessitates the removal or relocation of poles, overhead utilities and obstructions, the Contractor shall make all arrangements and assume all costs of the work involved.

The Contractor shall provide for the continuance of the flow of any sewers, drains, water pipes, and water courses, and the like. Where such facilities, water courses, or electric overhead wires or conduits are interfered with by the work of the Contractor, the interruption shall be a minimum and shall be scheduled in advance with the Owner and the utility owner.

The Contractor shall restore all facilities interfered with to their original condition or acceptable equivalent. The cost of such restoration or damage caused directly by his work shall be paid for by the Contractor and shall be included in the prices bid for the items to which it pertains.

4. EXCAVATION AND TRENCHING:

a) Excavation.

Excavate all materials encountered.

b) Caution in Excavation.

The Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures in the trench zone may be determined before being damaged. He shall be held responsible for the repair or replacement of such structures when broken or otherwise damaged because of his operations.

c) Subsurface Explorations.

The Contractor shall make explorations and excavations at no additional charge to the Owner to determine the location of existing underground structures.

d) Depth of Trench.

Utilities and other piping shall be laid in open trenches as shown and specified. Trenches shall be excavated to the designated lines and grades, beginning at the outlet end and progressing toward the upper end in each case. Trenches for pipe shall be shaped to the lower 1/3 of the pipe and provide uniform and continuous bearing. Bell holes shall be dug to allow ample room for working fully around each joint.

e) Alignment and Grade.

Trenches shall be excavated on the alignments shown on the Plans, and to the depth and grade necessary to accommodate the pipes at the elevations shown. Where elevations of the invert or centerline of a pipe are shown at the ends of a pipe, the pipe shall be installed at a continuous grade between the two elevations.

f) Over Excavation.

Excavation in excess of the depth required for proper shaping shall be corrected by bringing to grade the invert of the trench with compacted coarse, granular material at no additional expense to the Owner. Bell holes shall be excavated to relieve bells of all load, but shall be small enough to ensure that support is provided throughout the length of the pipe barrel.

Excavation in excess of the depths required for manholes and other structures shall be corrected by placing a subfoundation of 1500 psi concrete, at no additional expense to the Owner.

If trenches are excavated to widths in excess of those specified, or if the trench walls collapse, the pipe shall be laid in accordance with the next better class of bedding at the expense of the Contractor.

5. DEWATERING AND PROTECTION AGAINST WATER:

The Contractor shall remove water from the site and shall lower the ground water level as necessary to complete the excavations to the required depths and so that all required work can be accomplished in the dry. The Contractor shall do such well construction, well pointing, sheeting, ditching, and pumping, and shall construct necessary drains, channels and sumps to keep his excavations and new structures clear of ground water, storm water or sewage and to keep his construction areas dry during the progress of the Work.

Adequate measures and protection shall be provided by the Contractor to protect his work from damage from uplift due to ground water, storm water, or flood water. Any damages which may result shall be the Contractor's responsibility.

The Contractor shall accept all responsibility for damage to the work of this Contract because of floods and water pressures and other water damages and shall accept all risks of floods and other events which may occur.

All water discharged by pumping operations shall be discharged so as not to interfere with work under this Contract or with existing structures and operations. Water from dewatering operations shall be conveyed to the existing drainage features, using piping and pumping facilities provided by the Contractor.

Route of dewatering pipe shall be subject to the Owner's review. Discharge facilities and water quality shall comply with applicable regulations of State and Federal agencies.

Dewatering operations shall be uninterrupted and continuous during the course of the work so as not to endanger any construction in place or to present a hazard to workmen in and around the site. The Contractor shall take all measures necessary including, but not limited to, standby equipment and constant attendance to ensure that the dewatering system remains operational and effective throughout the period of time that it is required.

No water shall be allowed to run over any uncompleted portions of the work. No units of the work shall be constructed under water. The cost of dewatering shall be included in the price bid for the item of work for which it is required.

6. BEDDING OF CONCRETE PIPE:

Pipe shall be laid on foundations as shown on the plans. Bedding shall be included in the appropriate unit price bid for concrete pipe.

7. BACKFILLING:

Backfilling consists of placing suitable materials into the area around the pipe, placing embedment materials and compacting the same to a density equal to or greater than what exists before excavation or as specified herein.

Under backfilling operations is also included removal of excess materials and debris from the site, leveling all depressions caused by operation of equipment and maintaining the backfilled areas until accepted by the Owner.

All backfill material shall be free of stones, concrete and clay lumps larger than 1/3 cubic foot. Roots, stumps and rubbish which will decompose will not be permitted in the backfill. Backfill material shall have its moisture content corrected, as may be necessary before being placed in the trench to bring the moisture content to approximately "optimum" for good compaction. Any rock, stone, concrete, clay lumps larger than 1/3 cubic foot in volume, rubbish and debris shall be removed from the site and disposed of by the Contractor in a lawful manner. All proposed backfill material shall be tested for suitability at the Contractor's expense. The results of this testing shall be provided to the Owner for approval prior to use on the project.

a) Backfilling at the Pipe Zone.

Throughout the entire construction, backfilling at the pipe zone shall include bedding and shall be as follows: Backfill material shall be placed below, around each side, and over the top of the pipe, in approximately horizontal layers to a height of 12 inches over the top of the pipe. Layers shall be of such thickness to facilitate the required compaction. This backfill shall be well compacted by using mechanical tamping equipment in such manner as not to damage the pipe, pipe joints or shift the pipe alignment. Workmen shall not be permitted to walk over the pipe until at least 12 inches of compacted fill has been placed over the pipe. The Contractor shall not use water to obtain compaction except for adding water to the backfill material before placing in the trench to bring the moisture content to approximately "optimum" for good compaction.

b) Backfilling Outside the Pipe Zone.

Backfilling consists of placing sand and gravel or other suitable materials excavated from the trench in the trench in 6 inch thick layers from a point 12 inches above the top of the pipe and mechanically tamped or compacted by rolling until the backfill density after compaction is equal to 100 percent of the maximum density obtainable at optimum moisture content as determined by the Standard Proctor Test (ASTM D698). No water shall be used to secure compaction except for adding water to the backfill material before placing in the trench to bring moisture content to approximately "optimum" for good compaction. Each 6 inch thick layer shall be mechanically tamped before additional backfill material is placed in the excavated area.

8. TESTING:

a) General.

The Owner shall provide for a qualified independent testing laboratory for the purpose of identifying soils, checking densities, and classifying soils materials during construction. The contractor shall coordinate his efforts with the lab and shall provide 48 hours advance notice of the time when testing is needed. Copies of all test results shall be furnished to the Owner.

b) Moisture-Density Tests.

Testing shall be in accordance with ASTM Methods D698 and D1557 or such other test as may be acceptable to the Owner. A test shall be performed on each type of material used in the work regardless of source. Changes in color, gradation, plasticity or source of fill material will require the performance of additional tests. Copies of all test results shall be furnished to the Owner.

c) Field Density Tests.

Tests shall be made in accordance with ASTM Method D1556 or such other test as may be accepted by the owner. Tests shall be made in accordance with the following minimum schedule or as required by the soils technician or as may be directed by the Engineer:

One test for each lift of backfill.

d) Submittals.

The soils technicians will submit formal reports of all compaction tests and retests. The reports are to be furnished to the Contractor and Owner as soon as possible upon completion of the required tests.

This report information is to include but not be limited to the following:

1. Date of the test and date submitted.
2. Location of test.
3. Wet weight, moisture content and dry weight of field sample.
4. Description of soil.
5. Maximum dry density and moisture content of the lab sample which best matches the field sample in color, texture, grain size and maximum dry density.
6. Ratio of field dry density to maximum lab dry density expressed as a percentage.
7. Comments concerning the field density passing or failing the specified compaction.
8. Comments about recompaction if required.

e) Compaction Results.

If any compaction test reveals that fill or backfill is not compacted as specified, the Contractor shall scarify and recompact as required to achieve the specified density. Additional compaction tests shall be made to verify proper compaction. These additional tests, required due to failure of the original test, shall be paid for by the Contractor without reimbursement by the Owner.

The soils technician is to advise the Owner and the Contractor's Superintendent immediately of any compaction tests failing to meet the specified minimum requirements. No additional lift is to be placed on a lift with any portion failing.

9. SUBMITTALS:

Results of testing on proposed backfill material shall be provided to the Owner for approval prior to use on the project.

10. MEASUREMENT AND PAYMENT:

The work specified in this Section will not be measured for direct payment except those items specifically stated in this Section and for which bid prices are requested in the Bid Proposal. Payment for all other will be included in the price for the item of work for which it is required. The bid prices in the proposal will be paid for those specific items stated in this Section 02221.

SECTION 02400
STORM DRAINAGE SYSTEM

1. SCOPE:

Under this heading shall be included all operations in connection with the installation of the storm drainage system.

2. EXCAVATION AND BACKFILL:

Excavation and backfilling shall be as specified in Section 02221, Excavation, Trenching and Backfilling for Utility Systems.

3. DELIVERY, STORAGE, AND HANDLING OF MATERIALS:

a) Delivery and Storage.

Materials delivered to site shall be inspected for damage, unloaded, and stored with the minimum of handling. Do not store materials directly on the ground. Inside of pipes and fittings shall be kept free of dirt and debris.

b) Handling.

Materials shall be handled in such a manner as to insure delivery to the trench in sound undamaged condition. Pipe shall be carried to the trench, not dragged. Gasket materials and plastic materials that are not to be installed immediately shall not be stored in the direct sunlight.

4. PIPE FOR CULVERTS AND STORM DRAINS:

Pipe for culverts and storm drains shall be as indicated and shall conform to requirements for the following types.

Pipe 12 inches and larger shall be reinforced concrete pipe conforming to ASTM C76, Class III.

Joints shall be made by use of a continuous rubber gasket conforming to the requirements of ASTM C443. Type II or III rubber gaskets shall be used on the pipe. Joints which do not fit tightly and uniformly shall be grouted after that segment of the line has been installed. All joints under pavement shall be wrapped with a two foot wide strip of filter fabric lapped two feet.

The assembly of the gasketed joint shall be performed as recommended by the pipe manufacturer. The elastomeric gaskets may be supplied separately in cartons or prepositioned in the bell joint or coupling at the factory. In all cases, clean the gasket, the bell or coupling interior, especially the groove spigot area to remove any dirt or foreign material before assembling. Inspect the gasket, pipe spigot bevel, gasket groove, and seating surfaces for damage or deformation. When gaskets are separate, use only gaskets which are designed for and supplied with the pipe. Insert them as recommended by the manufacturer.

Lubricant should be applied as specified by the pipe manufacturer. Align the spigot to the bell and insert the spigot into the bell until it contacts the gasket uniformly.

5. BEDDING:

See Section 02221 "Excavation, Trenching and Backfill for Utility Systems," for additional requirements.

6. PLACING PIPE:

Each pipe shall be carefully examined before being laid, and defective or damaged pipe shall not be used. Pipe lines shall be laid to the grades and alignment indicated. Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable for such work. Pipe shall be moved horizontally into place by use of a winch or other suitable means. A backhoe bucket or other means which could damage the pipe shall not be used. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary. All pipe in place shall be inspected before backfilling, and those damaged during placement shall be removed and replaced at no additional cost to the Owner. No additional compensation will be given to the Contractor for the required diversion of drainage and/or dewatering of trenches.

7. BACKFILLING:

Backfilling shall be done in accordance with Section 02221, "Excavation, Trenching and Backfill for Utility Systems."

8. STONE RIPRAP:

a) Materials:

The stone used for stone slope protection shall be sound, rough, dense and resistant to the action of air and water and satisfactory to the Engineer. The stone shall have a density of not less than 150 pounds per cubic foot. Neither the breadth nor the thickness of any piece of stone shall be less than one-third of its length. The stone will be subject to inspection on delivery and if found to be improper gradation or quality, it will be rejected. The stone shall consist of quarry run sizes, graded as specified below:

STONE SLOPE PROTECTION

SIZE OF STONE	PERCENT OF TOTAL WEIGHT SMALLER THAN THE GIVEN SIZE
------------------	--

Class I

100 lb.	100
60 lb.	80
25 lb	50
2 lb.	Not to Exceed 10

b) Placement.

The slope protection shall be placed in such a manner as to produce a reasonable well-graded mass of material with the minimum practicable percentage of voids, and shall be constructed within the limits and to the lines, grades, and sections shown on the Plans. A tolerance of plus 6 inches or minus 3 inches from the limits shown on the Plans will be allowed in the finished surface on the slope protection except that the extreme of this tolerance shall not be continuous over an area greater than 100 square feet. Filter fabric (Mirafi 700X or approved equal) shall be placed and toed-in before placing riprap. Materials shall be placed in horizontal layers starting on the lower edge of the section and worked up the slope. Dumping down the slope will not be permitted. Materials shall not be dropped from a height greater than 3 feet. Any damage to the slope due to the fault of the Contractor shall be repaired at no expense to the Owner.

9. SUBMITTALS:

The contractor shall submit report results and/or other documentation for pipe, riprap, filter fabric and flowable fill to the owner for approval prior to their use on the project.

10. MEASUREMENT AND PAYMENT:

Measurement and payment for work under this Section shall be in accordance with Section 01150.

SECTION 02480
GRASSING AND SODDING

1. SCOPE:

This section includes fertilizing, grassing and sodding.

2. GENERAL:

All disturbed areas resulting from work under this Contract shall be grassed. The limits of sodding are shown on the Plans or will be as directed by the owner.

3. FERTILIZING:

a) Material.

All areas to be grassed or sodded shall have fertilizer applied as specified or as determined by the soil analyses.

Fertilizer shall be of such composition that when uniformly applied it will furnish not less than the following quantities of available plant food per 1,000 square feet:

Nitrogen	1.0 pounds
Phosphoric Acid	1.0 pounds
Potash	1.0 pounds

This is equivalent to a commercial 10-10-10 fertilizer. Commercial fertilizer blends which will give fractions exceeding these will be accepted, provided that no fraction exceeds the required by more than 2 times. The fertilizer shall be delivered to the job in original, unopened containers.

4. SEEDING:

Seed shall be delivered in suitable sealed containers labeled in accordance with applicable laws and regulations and including name and location of the producer. The pure live grass seed mixture shall be as shown on the plans.

a) Application.

Seeds are to be sown by a mechanical spreader either hand operated or machine operated. Seeding equipment shall be such as will continuously mix the seeds to prevent segregation.

b) Soil Preparation.

Immediately before seeding, the soil shall have been properly prepared for seeding. Immediately after the seed has been sown, the entire area shall be raked lightly and rolled lightly to pack the soil firmly around the seed.

Seeded areas shall be moist when seeding and shall be kept moist by sprinkling until a good stand of grass is obtained and until the work is accepted by the Owner. Reseeding shall be done by the Contractor at his own expense as may be necessary to obtain a satisfactory stand of grass.

The Contractor shall use mulch or other additive materials when conditions do not allow an acceptable stand of grass to grow. Mulch and additive materials shall contain no weed seeds.

5. SODDING:

a) Material.

Sod shall be good quality, densely-rooted grass, similar to other grasses in the work area, with Bermuda grass being the default, free from noxious weeds. The sod shall be obtained from areas where soil is reasonably fertile and contains a high percentage of loamy topsoil. Before cutting, the sod shall be raked free of all debris and the grass cut to two inches. The thickness of the sod shall be such as to contain practically all of the dense root system of the grass not less than 1 to 1-1/2 inches, except that cultured or nursery-grown sod one inch thick will be accepted. Sod shall be cut in uniform strips not less than 12 inches and not less than 24 inches in length, and shall be placed within 48 hours of cutting.

b) Application.

Sod will be placed between January 15th and December 1st.

c) Soil Preparation.

Ground shall be prepared by excavating and turning to a depth of at least 4 inches. Fertilizer shall be placed uniformly on the loosened soil then mixed in by means of a handrake or spike tooth harrow. The surface shall then be smoothed to accept the sod.

d) Placing Sod.

Sod shall be moist when laid and placed on a moist bed. The sod strips shall be carefully placed by hand, beginning at the toe of slopes and progressing upward, with the length of the strip at right angles to the direction of flow of surface water. All joints shall be tightly butted and end joints shall be staggered at least 12 inches. The sod shall be immediately pressed firmly into contact with bed by tamping or rolling. Screened soil shall be used to fill all joints between strips.

Sod on slopes shall be pegged with sod pegs to prevent displacement. The sod shall be watered, mowed, weeded, repaired or otherwise tended to insure the establishment of a uniform healthy stand of grass.

6. MAINTENANCE AND RESEEDING:

All seeded and sodded areas shall be maintained without additional payment until acceptance of the Contract and any regrading, refertilizing, reseeding or resodding shall be done at the

Contractor's expense. Any areas which fail to show a "catch" or uniform stand, for any reason whatever, shall be reseeded or resodded with the original mixture, and such reseeding or resodding shall be repeated until final acceptance. The Contractor shall properly water, mow, and otherwise maintain all seeded and sodded areas until final acceptance.

Damage resulting from erosion, gulleys, washouts, or other causes shall be repaired by filling with topsoil, tamping, refertilizing, and reseeding or resodding by the Contractor at his expense if such damage occurs prior to acceptance of the Contract.

7. SUBMITTAL:

Manufacturer's data shall be submitted to the Owner on grass seed, sod and fertilizer before the materials are delivered to the project site.

8. MEASUREMENT AND PAYMENT:

Measurement and payment for items provided under this Section shall be as described in Section 01150.

Daily Inspection Report

Contractor		Inspector	
Job Name		Date	
Arrival/Departure Time		Weather	

Weather Conditions:
Description / Location of Work Performed:
Project Clarifications & Issues to be addressed:
Visitors to Site:
Water Quality Issues to be Addressed:
Comments:

The above is a true record of events

Signed _____

Date _____

NPDES Inspection Report (1 of 2)

Contractor		Inspector	
Job Name		Date	
Weather Conditions		Rain (Inches)	

Circle One: Daily 14 Days After Rain (More than ½") Monthly

1. Disturbed Areas (not stabilized): All Inspections

Location:	Activity (yes / no)	14-day rule? (yes / no)	Action Required.	Action Complete Date

2. Petroleum Storage or Use: All inspections

Location:	Type Use	Spill / Leak? (yes / no)	Action Required.	Action Complete Date

3. Vehicle Exit Areas: All inspections

Location:	Gravel Clean (yes / no)	Tracking Offsite? (yes / no)	Action Required.	Action Complete Date

4. Exposed (Uncovered) Material Storage Areas with no Final Stabilization: 14 Days, After Rain

Location:	Type of Material	Spill / Leak? (yes / no)	Action Required.	Action Complete Date

NPDES Inspection Report (2 of 2)

Contractor		Inspector	
Job Name		Date	

5. Structural Control Practices / Vegetative Practices (BMPs): 14 Days, After Rain

Location / Type of Control:	Type Use	Spill / Leak? (yes / no)	Action Required.	Action Complete Date

6. Receiving Waters (Downstream of Outfalls): 14 Days, After Rain

Location:	Stormwater Flows? (yes/no)	Stormwater Impacts? (yes / no)	Action Required.	Action Complete Date

7. Other Pollution: 14 Days, After Rain

Location:	Debris? (yes / no)	Sheens? (yes / no)	Action Required.	Action Complete Date

8. Stabilized Areas: Monthly

Location:	Evidence of / Potential for Pollutant Discharge	Action Required.	Action Complete Date

Certification: I hereby certify that the above report is a true and complete representation of actual site conditions.

Signed _____

Date _____

Certification No. _____

Original: Chatham County Department of Engineering

Copies: _____

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 **Talmadge Canal Culvert.**

(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), _____, _____
_____, _____ (herein after
"Company"),

Title _____ Name of Bidder _____
in consideration of the privilege to bid/or propose on the following
Chatham **County project procurement Talmadge Canal Culvert.** hereby consent,
covenant and agree as follows:

(1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;

(3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;

(4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;

(5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;

(6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

Attachment C

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

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

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

6. List any contracts not completed on time.

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

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

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

of _____, declare under oath that

Company Name _____

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

Signature

State of _____

County of _____

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

2008 by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

Attachment D

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 E

CHATHAM COUNTY, GEORGIA

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

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

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

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

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

Attachment F

Construction Apprentice Program Documentation

(must be submitted to Arneja Riley County MWBE Coordinator with 1st Pay Request)

Contractor _____

Name of Project _____

Contract No. _____

- 1) Contractor has contacted CAP office to determine availability of specific labor classes which may be utilized for the project:

Date of Inquiry # of Available Participants

- 2) Anticipated number of CAP students that will be hired and related trade category:

# _____	Trade Category _____
# _____	Trade Category _____
# _____	Trade Category _____

- 3) If CAP students are not anticipated to be hired for this project, the contractor must briefly explain.

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

Attachment H

***Systematic Alien Verification for Entitlements (SAVE)
Affidavit Verifying Status for Chatham County Benefit Application***

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for

_____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

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

OR

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

OR

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

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

Signature of Applicant: _____ Date _____

Printed Name: _____

SUBSCRIBED AND SWORN

* _____

BEFORE ME ON THIS THE _____

DAY OF _____, 20____

Alien Registration number for non-

Notary Public

My Commission Expires:

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 () _____

1

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.

2

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.

3

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.

LEGAL NOTICE

CC NO. 165203

Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **MAY 15, 2012** and publicly opened in **Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia,** for: **BID NO : 12-0029-4 TALMADGE CANAL CULVERT.**

PRE-BID CONFERENCE: 2:00 P.M., APRIL 25, 2012. A PreBid Conference will be held at the Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia. You are encouraged to attend.

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

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

For any additional questions regarding this bid , please contact Robert Marshall, Senior Procurement Specialist, at 912-790-1622.or rmarshall@chathamcounty.org
Bid Bond **shall be required** at the time of bid. (5% of total bid)
Payment and Performance Bonds (100% of bid) will be required for this project at the time of contract award.

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

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


MARGARET H. JOYNER, PURCHASING AGENT

SAVANNAH NEWS/PRESS INSERT: Apr. 17 & May 3, 2012

Please send affidavit to:

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