

INVITATION TO BID

PROPOSAL

BID NO. 12-0040-4

**PIPEMAKERS CANAL WIDENING - PHASE II, SECTION 2, DRAINAGE
IMPROVEMENTS**

PREBID CONF: 2:00PM, JUNE 14, 2012

BID OPENING: 2:00PM, JULY 10, 2012

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES J. HOLMES

COMMISSIONER DAVID M. GELLATLY

COMMISSIONER PATRICK O. SHAY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST

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

☒ GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

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

☒ PROPOSAL

☐ PLANS/DRAWINGS - Plans and specifications 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

☒ LEGAL NOTICE

☒ 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 female ownership. Please check ownership status as applicable:

African-American _____ Asian American _____ Hispanic _____

Native American or Alaskan Indian _____ Female _____

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

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS _____

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

BY: _____
DATE

SIGNATURE

TITLE: _____

COMPANY: _____

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

Date: April 26, 2012

BID NO. 12-0040-4

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, JULY 10, 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, JUNE 14, 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 31406.**
 2. **Hand Delivery: Purchasing Agent, Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.**

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

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

- a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled 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 stature, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.11 **Contractor:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.12 ***Local Preference:** On 27 March, 1998 the Board of Commissioners adopted a Local Vendor Preference Ordinance. This Ordinance does not apply to construction contracts. However, contractors are encouraged to apply the same method when awarding bids to local and local M/WBE businesses when ever possible in order to promote growth in Chatham County's economy. **NOTE: Local Preference does not apply to Public Works Construction contracts.**

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

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

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

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

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

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

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

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

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

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

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

GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one bid. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least seven (7) days preceding the bid opening date.
- 2.3 Not Used.
- 2.4 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of 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.

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

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

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

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

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

Unit in Atlanta (404) 656-4065 for additional information.

2.21 County's Rights Concerning Award:

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

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

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

- a. The Chatham County Board of Commissioners under Georgia law may reject any bid as non-responsive if they feel a bidder did not exercise "**Good Faith Effort**" in obtaining the goal established for M/WBE participation.
- b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and woman owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidders that intend to engage in joint ventures or utilize subcontractors must submit to the County Contracts Administrator, a report on Minority/Woman Business Enterprise participation.

Goal established for this project is 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/woman individuals (2) and whose daily business operations are managed and directed by one or more of the minority/woman owners.

2.23 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBEs. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are 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 **\$600** for each calendar day in excess of the authorized construction time.

3.3 SURETY REQUIREMENTS and Bonds: (Check where applicable)

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

NAME / TITLE

COMPANY

ADDRESS

PHONE / FAX NO'S.

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

SPECIFICATIONS FOR:

PIPEMAKERS CANAL WIDENING - PHASE II, SECTION 2, DRAINAGE IMPROVEMENTS

BID NO. 12-0040-4

This project is located in Unincorporated Chatham County and Pooler west of Dean Forest Road and north of US Highway 80 generally along the Pipemakers Canal waterway, a distance of approximately 14,735 feet.

The work consists of clearing trees and vegetation, widening the existing waterway, installing a new storm drain pipes, construction of rock surfaced maintenance roads, and associated work as detailed on the construction drawings. The canal will be realigned around the Savannah/Hilton Head International Airport runway between Stations 363+36 and 311+43. A soil erosion and sedimentation control plan is required and must be implemented prior to, and maintained at all times and a preconstruction video must be completed before start of work.

The project bid schedule is set up for flexibility in bidding and awarding of the contract based on bid amounts and available budget. The project is divided into three reaches as follows:

Reach 1 - BASE BID: widen and realign the canal around runway and the airport between Stations 363+36 and 311+43. (Length = 5,193 lf)

Reach 2 (Alternate 1) widen the canal on the southwest side from Station 216+00 (Hwy 307) to the end of the realignment outlined in Reach 1 at Station 311+43 (length = 9,543 lf)

Reach 3 (Alternate 2) wide the canal on the northeast side from Station 216+00 Hwy 307) to the end of the realignment outlined in Reach 1 at Station 311+43 (length = 9,543 lf)

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

Contractors are to bid the entire project as broken out on the bid schedule. The BASE BID for Reach 1 will be used to award the bid. The unit prices for Alternate 1 & 2 shall be the same as quoted for like items in the base bid.

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 FOR BASE BID (REACH 1) SHALL BE COMPLETED WITHIN 180
CALENDAR DAYS AFTER THE TEN DAY PERIOD. (ALTERNATE 1 : 240 CALENDAR DAYS
AND ALTERNATE 2: 240 CALENDAR DAYS.)**

PIPEMAKERS CANAL PHASE 2, SECTION 2
EMC PROJECT NO. 04-0449
BID SUMMARY PAGE

BASE BID: REACH 1 _____

ADD ALTERNATE 1: REACH 2 _____

ADD ALTERNATE 2: REACH 3 _____

GRAND TOTAL _____

NAME \ TITLE

COMPANY

ADDRESS

PHONE \ FAX NO'S

PIPEMAKERS CANAL PHASE 2, SECTION 2
EMC PROJECT NO. 04-0449
BASE BID SCHEDULE

Base Bid: Reach 1 Sta. 311+43 to Sta. 363+36 Airport realignment and widening

April 5, 2012

Division I. Canal Widening					
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
A. SITEWORK					
1	Mobilization (Less than 2% of Job)	1	LS		
2	Earthwork				
	2A. Excavation and Disposal	113,700	CY		
	2B. Select Fill In Place	12,000	CY		
3	Clearing and Grubbing	34	ACRES		
4	Demolition	1	LS		
				SUBTOTAL	
B. EROSION CONTROL					
5	Silt Fence	15,100	LF		
6	Rip Rap w/ Concrete	125	SY		
7	Construction Exits	2	EA		
8	Jute mesh	80,000	SY		
9	Grassing	126,000	SY		
10	8" Revetment liner for slope protection*	300	SY		
11	Maintenance of Erosion Control	6	MONTH		
12	Deduction for non-conformance with sediment and erosion control requirements. This deduction shall be calculated based on the number of daily occurrences of non-compliance	0	EA	-\$300.00	
				SUBTOTAL	
C. STORM DRAINAGE					
13	24" RCP	540	LF		
14	36" RCP	98	LF		
15	Roof Inlet	2	EA		
16	Ditch Inlet	7	EA		
17	24" Headwall	4	EA		
18	36" Headwall	1	EA		
19	Remove and Replace unsuitable material as directed by the Engineer	500	CY		
				SUBTOTAL	
D. MISCELLANEOUS ITEMS					
20	Place concrete slab and markers over relocated GA Power line near Sta. 347+50	1	LS		
21	Relocate existing GAANG line near Sta. 344+75 Includes concrete slab and markers	1	LS		
22	Remove and Relocate existing gate near Sta. 360+75	1	EA		
23	Installation of Road Signs	3	EA		
24	6" Access road stone base with filter fabric	19,285	SY		
25	Geogrid (Tensar BX 1200)	52,000	SY		
26	Install Filter Fabric Under Access Road	27,000	SY		
27	Demucking as directed by the Engineer	18,135	CY		
28	Select Fill In Place as result of demucking as directed by engineer in item 27	18,135	CY		
29	Construction staking for the project. All construction staking must be performed under the direction of a land surveyor that is registered in the state of Georgia.	1	LS		
30	Special Conditions	1	LS		
				SUBTOTAL	
				TOTAL BASE BID	

PIPEMAKERS CANAL PHASE 2, SECTION 2 WIDENING

EMC PROJECT NO. 04-0449

ADD ALTERNATE 1 BID SCHEDULE

Add Alternate 1: Reach 2 Sta. 216+00 to Sta. 311+43 South\West side of canal

April 5, 2012

Division I. Canal Widening					
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
A. SITEWORK					
1	Mobilization (Less than 2% of Job)	1	LS		
2	Earthwork				
	2A. Excavation and Disposal	107,250	CY		
	2B. Select Fill In Place	14,000	CY		
3	Clearing and Grubbing	17	ACRES		
4	Demolition	1	LS		
				SUBTOTAL	
B. EROSION CONTROL					
5	Silt Fence	19,100	LF		
6	Rip Rap w/Concrete	1,000	SY		
7	Construction Exits	2	EA		
8	Jute mesh	75,000	SY		
9	Grassing	75,000	SY		
10	Maintenance of Erosion Control	8	MONTH		
11	Deduction for non-conformance with sediment and erosion control requirements. This deduction shall be calculated based on the number of daily occurrences of non-compliance	0	EA	-\$300.00	
				SUBTOTAL	
C. STORM DRAINAGE					
12	24" RCP	184	LF		
13	30" RCP	57	LF		
14	48" RCP	86	LF		
15	7'x5' Box Culvert	100	LF		
16	24" Headwall	5	EA		
17	48" Headwall	2	EA		
18	7'x5' Headwall (wingwalls, parapet, and apron)	4	EA		
19	30" Flared end Section	1	EA		
20	Remove and Replace unsuitable material as directed by the Engineer	1,000	CY		
				SUBTOTAL	
D. MISCELLANEOUS ITEMS					
21	Remove and Relocate existing sanitary forcemain under canal near Sta. 252+50	1	LS		
22	Install rip rap over utility line crossings	1,250	SY		
23	Install new Fence Gate	1	EA		
24	6" Access road stone base with filter fabric	16,000	SY		
25	Geogrid (Tensar BX 1200)	32,000	SY		
26	Install Filter Fabric Under Access Road	24,000	SY		
27	Demucking as directed by the Engineer	16,500	CY		
28	Select Fill In Place as result of demucking as directed by engineer in item 27	16,500	CY		
29	Construction staking for the project. All construction staking must be performed under the direction of a land surveyor that is registered in the state of Georgia.	1	LS		
30	Construct Driveway Aprons at HWY 307	2	EA		
31	Construct low water crossings at locations directed by engineer or owner	5	EA		
32	Special Conditions	1	LS		
				SUBTOTAL	
				TOTAL ADD ALTERNATE 1	

PIPEMAKERS CANAL PHASE 2, SECTION 2 WIDENING

EMC PROJECT NO. 04-0449

ADD ALTERNATE 2 BID SCHEDULE

Add Alternate 2: Reach 3 Sta. 216+00 to Sta. 311+43 North/East side of canal

April 5, 2012

Division I. Canal Widening					
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
A. SITEWORK					
1	Mobilization (Less than 2% of Job)	1	LS		
2	Earthwork				
	2A. Excavation and Disposal	40,750	CY		
	2B. Select Fill In Place	10,750	CY		
3	Clearing and Grubbing	17	ACRES		
4	Demolition	1	LS		
				SUBTOTAL	
B. EROSION CONTROL					
5	Silt Fence	19,100	LF		
6	Rip Rap w/Concrete	315	SY		
7	Construction Exits	2	EA		
8	Jute mesh	75,000	SY		
9	Grassing	75,000	SY		
10	Maintenance of Erosion Control	8	MONTH		
11	Deduction for non-conformance with sediment and erosion control requirements. This deduction shall be calculated based on the number of daily occurrences of non-compliance	0	EA	-\$300.00	
				SUBTOTAL	
C. STORM DRAINAGE					
12	24" RCP	55	LF		
13	30" RCP	72	LF		
14	42" RCP	40	LF		
15	48" RCP	135	LF		
16	54" RCP	96	LF		
17	24" Flared end section	1	EA		
18	30" Headwall	2	EA		
19	42" Headwall	1	EA		
20	48" Headwall	3	EA		
21	54" Headwall	2	EA		
22	Remove and Replace unsuitable material as directed by the Engineer	500	CY		
				SUBTOTAL	
D. MISCELLANEOUS ITEMS					
23	Removal of Chain Link Fence	1,870	LF		
24	Install new Fence Gate	1	EA		
25	Install new Fence	530	LF		
26	6" Access road stone base with filter fabric	16,000	SY		
27	Geogrid (Tensar BX 1200)	32,000	SY		
28	Install Filter Fabric Under Access Road	24,000	SY		
29	Demucking as directed by the Engineer	16,500	CY		
30	Select Fill In Place as result of demucking as directed by engineer in item 28	16,500	CY		
31	Construction staking for the project. All construction staking must be performed under the direction of a land surveyor that is registered in the state of Georgia.	1	LS		
32	Construct Driveway Aprons at HWY 307	1	EA		
33	Construct low water crossings at locations directed by engineer or owner	5	EA		
34	Special Conditions	1	LS		
				SUBTOTAL	
TOTAL ADD ALTERNATE 2					

LIST OF SUBCONTRACTORS

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

[illegible]

SIGNED: _____
CONTRACTOR

**Project Description and Special Conditions
for
Pipemakers Canal-Phase II, Section 2 Drainage Improvements**

PROJECT DESCRIPTION:

The project is located in Unincorporated Chatham County and Pooler west of Dean Forest Road and north of US Highway 80 generally along the Pipemakers Canal waterway, a distance of approximately 14,735 feet.

The work consists of clearing trees and vegetation, widening the existing waterway, installing new storm drain pipes, construction of rock surfaced maintenance roads, and associated work as detailed on the construction drawings. The canal will be realigned around the Savannah Airport Runway between Stations 363+36 and 311+43. A soil erosion and sedimentation control plan is required and must be implemented prior to, and maintained during construction of the work. Capacity for storm water drainage must be maintained at all times and a preconstruction video must be completed before start of work.

The project bid schedule is set up for flexibility in bidding and awarding of the contract based on bid amounts and available budget. The project is broken up into three reaches as follows.

- Reach 1: Base Bid: Perform all work outlined in the plans and specifications to widen and realign the canal around the runway at the Savannah Airport between Stations 363+36 and 311+43. (length = 5,193 lf \pm)
- Reach 2: Additive Alternate 1: Perform all work outlined in the plans and specifications to widen the canal on the south/ west side from Station 216+00 (Hwy 307) to the end of the realignment outlined in reach 1 at Station 311+43. (length = 9,543 lf \pm)
- Reach 3: Additive Alternate 2: Perform all work outlined in the plans and specifications to widen the canal on the north/east side from Station 216+00 (Hwy 307) to the end of the realignment outlined in reach 1 at Station 311+43. (length = 9,543 lf \pm)

Contractors shall bid the entire project as broken out in the bid schedule. The base bid for Reach 1 will be used to award the bid to the most responsible bidder. The unit prices for the additive alternative 1 and additive alternative 2 shall be the same as quoted for like items in the base bid.

CONTRACT DOCUMENTS INCLUDE:

1. Technical Specifications:
 - A. 01600 Supplemental Special Conditions
 - B. 01650 Additional Supplemental Special Conditions
 - C. 01700 Measurement and Payment
 - D. 02010 Subsurface Exploration
 - E. 02070 Selective Demolition
 - F. 02100 Clearing
 - G. 02200 Earthwork
 - H. 02270 Erosion and Sedimentation Control
 - I. 02400 Storm Drainage
 - J. 02558 Force Main
 - K. 02830 Chain Link Fencing and Gates

2. Drawings:

A. Dwg 01	Cover
B. Dwg 02	General Notes and Legend
C. Dwg 03	Project Key Plan
D. Dwg 04	Phase 2-Section 2 Right of Way Exhibit
E. Dwg 05	Access Road. Plan and Profile (Pipemakers to Airways Ave along I-95) Sta. 0+00 to 9+88.80- NOT IN CONTRACT
F. Dwg 06	Access Road Plan and Profile (Pipemakers to Airways Ave. along I-95) Sta. 9+88.80 to Sta. 15+50- NOT IN CONTRACT
G. Dwg 07	Maintenance Road along canal to golf cart bridge- NOT IN CONTRACT
H. Dwg 08	Realignment Plan-Sta. 363+36 to Sta. 359+83
I. Dwg 09	Realignment Plan-Sta. 359+83 to Sta. 340+81
J. Dwg 10	Realignment Plan-Sta. 340+81 to Sta. 324+80
K. Dwg 11	Realignment Plan-Sta. 324+80 to Sta. 311+43
L. Dwg 12	Realignment Canal and Access Road Profile Sta. 363+36 to Sta. 338+50
M. Dwg 13	Realignment Canal and Access Road Profile-Sta. 338+50 to Sta. 309+00
N. Dwg 14	Plan and Profile Sta. 311+43 to Sta. 296+31
O. Dwg 15	Plan and Profile Sta. 296+31 to Sta. 281+31
P. Dwg 16	Plan and Profile Sta. 281+31 to Sta. 265+87
Q. Dwg 17	Plan and Profile Sta. 265+87 to Sta. 250+30
R. Dwg 18	Plan and Profile Sta. 250+30 to Sta. 234+77
S. Dwg 19	Plan and Profile Sta. 234+77 to Sta. 220+71
T. Dwg 20	Plan and Profile Sta. 220+71 to Sta. 216+00
U. Dwg 21	Proposed Cross Sections Sta. 218+00 to Sta. 305+00
V. Dwg 22	Realignment Proposed Cross Sections Sta. 309+00 to 318+00
W. Dwg 23	Realignment Proposed Cross Sections Sta. 321+00 to 340+00
X. Dwg 24	Realignment Proposed Cross Sections Sta. 343+00 to 352+00
Y. Dwg 25	Realignment Proposed Cross Sections Sta. 354.00 to 363+36
Z. Dwg 26	Construction Details
AA. Dwg 27	Construction Details
BB. Dwg 27A	Construction Details
CC. Dwg 28	Airport Security fence details- NOT IN CONTRACT
DD. Dwg 29-36	Initial Erosion Control Plans
EE. Dwg 37-44	Intermediate Erosion Control Plans
FF. Dwg 45-52	Final Erosion Control Plans
GG. Dwg 53-54	Access Road Erosion Control Plans- NOT IN CONTRACT
HH. Dwg 55-56	Soil Erosion and Sediment Control Notes
II. Dwg 57	Soil Erosion and Sediment Control Details

CONTRACT TIME:

The time to perform the project shall be as follows:

- Base Bid: 180 calendar days
- Add Alternate 1: 240 calendar days
- Add Alternate 2: 240 calendar days

CANAL ACCESS ROADS:

The access roads that will be constructed along the canal will not be on top of backfill unless directed by the engineer or owner. The phase 2 section 2 access roads will be constructed by under cutting the existing ground under the area where the stone base will be placed and building the access roads level with the existing ground along the canal. A detail is shown on sheet 27 of the construction drawings. A detail is also included on sheet 27 if any portions of the access road have to be constructed above existing grade. Roadways will only be constructed above existing grade at the direction of the engineer or owner.

LOW WATER CROSSINGS:

Sheet 27 shows typical details for a low water crossing. Locations for the placement of low water crossings along the canal will be determined as the project is constructed. Low water crossings will only be constructed at the direction of the owner or engineer. The unit price for each low water crossing shall include all materials and labor to construct each crossing.

EROSION AND SEDIMENTATION CONTROL:

The Contractor shall be fully responsible for compliance with the Georgia Water Quality Control Act and completing the approved sediment and erosion control plan contained in the contract documents.

1. The Contractor shall be responsible for filing to the Georgia Department of Natural Resources (GDNR) the project Notice of Intent (NOI) form 14 days prior to the start of construction. The original copy of the certified return receipt and a copy of the NOI shall be maintained on site and be made available for inspection at all times.
2. The design engineer shall accomplish the initial inspection of the Best Management Practice (BMP) system installation. The Contractor shall perform no land disturbing activities (other than that which is necessary for installation of the BMPs) until after the design engineer has provided to the contractor a letter stating approval of the initial BMP installations. The plans have been reviewed and approved by GDNR-NRCS that were designed by a level II certified design professional. A copy of current GSWCC certification is included with these special conditions.
3. The Contractor shall be responsible for all inspections of the BMP system (excluding the initial inspections as described above) and for maintaining records at the site for inspection. This includes water quality monitoring testing and recording requirements.
4. The Contractor shall be responsible for filing to the GDNR the project Notice of Termination (NOT) form. The original copy of the certified return receipt and a copy of the NOT shall be provided to the Owner along with the Contractor's request for final payment.
5. The Contractor shall provide the Owner copies of all inspection reports and water quality monitoring reports, copies of all correspondence between the Contractor and GDNR and other records within 7 days of the date of such reports/records.
6. The Contractor shall be responsible for preparation of plans, applying for, and obtaining erosion control permit for any impacted areas, or lay down areas proposed by the contractor that are not included in the current plan documents.
7. A **\$300 per day fee** shall be assessed against the Contractor and withheld from the Contract Price for each and every day that the erosion and sedimentation control plan is not in proper operation or when reports are not provided within the time required by the contract documents. 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.

RAIN DAYS:

The time of completion includes an allowance for Rain Days that is based upon and anticipated rainfall events for the region for the duration of the contract.

A rain day shall be considered to have occurred if the amount of rain measured at the normal ending time of a scheduled work day exceeds 0.10 inch and the Contractor provides satisfactory evidence that expected work was not performed on such day as a result of rainfall.

Wet conditions and flowing water caused by groundwater, tides and storm surges, base-flow drainage, storm drainage caused by wet weather conditions, and other causes of wet conditions at the job site shall not be considered as rain days or in any other way considered to be unexpected. The Contractor shall plan the work and take the necessary precautions in order to safely and continuously perform and protect the work under these conditions.

GEOTECHNICAL REPORTS:

The report is provided for the contractors use, to have a general understanding of the subsurface materials. The design engineer used this information and anticipated the condition at the time the soil borings were taken and classification of these materials.

The geotechnical report for this project as follows, and is included in the contract document.

Report of Subsurface Exploration for Proposed Pipemakers Canal Widening
Station 412+13 to 60+00 (data outside limits of the project is for information only)
Completed by ECS, Ltd and dated December 26, 2001

Report of Geotechnical Exploration; Pipemakers Canal Realignment
Completed by ECS, Ltd and dated October 14, 2004

The contractor shall be responsible for using means and methods for mobilizing and using equipment for construction, and minimizing any negative impact to the construction area. The geotechnical information should be used to avoid equipment getting stuck, maintaining stock piles away from the canal edge, and construction of the proposed improvements.

PERMITS:

The Contractor shall be responsible for compliance with the rules and regulations of all Federal, state and local agencies.

1. The contractor shall comply with Department of the Army Permit No. 200502009 which is included in the contract documents.
2. The contractor should pay special attention to memo of agreement from the GA State Historic Preservation division, and that dredging and widening of the canal will be monitored by a county representative knowledgeable in recognition of pre historic and historic artifacts, features, and structures and that the contractor shall adhere to the requirements, if any of the above are discovered during construction.
3. Georgia Department of Transportation. The Owner has secured no permits for work required within the limits of Georgia state rights of ways. The Contractor shall be responsible for obtaining and posting all necessary permits for completing the work within the limits of Georgia state rights of ways, and paying for all costs (permits, flagmen, signs and detours, etc. as required to complete the work).

OTHER SPECIAL PROVISIONS:

1. The Contractor shall selectively cut understory vegetation to enable the Owner to survey and cross-section the existing channel (Contractor to cut survey line) prior to any land disturbance activities. The vegetation cut shall be at not less than 200 foot intervals along the channel, not less than 5 feet wide and extend to the clearing limits as shown on the drawings. The locations of cross sections shall be at even 200 foot stations unless otherwise agreed to between the Owner and Contractor. The cross sections

shall be plotted by the Owner with copies provided to the Contractor and shall be used as the basis of determining existing ground conditions for the computation of earthwork quantities for final payment.

2. The canal can be bypassed with pumps to the extent that the normal flow can be handled without backing up water beyond normal dry weather conditions into tributary ditches or onto private property. Because these conditions vary greatly by location and antecedent weather conditions, the contractor is advised that generally no backing up of water will be allowed except by specific approval by the County.
3. Earthen dams will not be allowed for blocking the channel. The contractor will be required to use temporary walls constructed of sheet pile, sand bags, (large sand bags with straps) or other methods which minimize release of turbidity during installation and removal.
4. Canal water data: County records on water depth and flow in the canal are limited to the sluice gate structure located near the mouth of the canal at the Savannah River (inside the Georgia Ports Authority facility). At the sluice gate structure, the normal dry weather water elevation is minus 3 feet NAVD88 datum (4 feet of water in the canal). During wet weather events, the water level in the canal at the sluice gate structure may reach elevation 5 feet NAVD88 or greater depending upon the severity of the rain event. Because the sluice gate structure is a mechanical system subject to operational failure, the County cannot guarantee full operational efficiency during the project period and observed water levels may be different than cited herein. The contractor shall take notice that the 100 year flood level at this site is approximately elevation 11 feet NAVD88.

The estimated flow is 1100 cfs with a velocity of 305 fps for a 50 year storm event (9 inches in 24 hours). The contractor shall monitor weather and provide measures to protect and enable work in these conditions.

5. Under normal conditions the canal is not tidally influenced by virtue of the sluice gate structure. Because the sluice gate structure is a mechanical system subject to operational failure, the County cannot guarantee full operational efficiency during the project period possibly causing the canal to be tidally influenced. Functional operation of the sluice gate structure or its non-operation shall not be cause for any claim by the contractor for unforeseen conditions or additional payment.
6. The canal does not need to be 100% dry during excavation. The contractor needs to employ construction methods that will minimize the release of turbidity during excavation of the canal. Plumes of sediment leaving the area of disturbance would be considered a violation of the Erosion and Sediment Control Act.
7. Geogrid shall be placed over areas of sub grade or demucking shall be performed prior to the placement and compaction of fill. Geogrid placement or demucking will only be performed at the direction of the engineer or owner. Quantities for geogrid and demucking are included in the bid schedule.
8. The excavated canal side slopes do not need to be top soiled.
9. The County will pay for all materials testing as required by the contract. Testing will be performed by an independent testing lab that is hired by the County. The County will not pay for testing in support of contractor operations/schedule. The contractor will be required to pay for failed tests as outlined in part 22 of section 01500.

10. Measurement of the canal excavation and undercut excavation will be by cross section of the excavation of in place material. Payment will be the difference of in place existing conditions and completed construction. Measurement by truck count will not be used.
11. Measurement of select fill will be by the cross section of in place compacted material.
12. Clearing debris may not be chipped and spread on the project site.
13. Clearing and grubbing areas are from right of way to right of way. Payment for clearing and grubbing will be from right of way to right of way regardless of the type of vegetation. The per acre price for clearing should take into account areas that are already cleared (i.e. canal, utility easements, existing access roads, etc.).
14. All rip rap shall have concrete slurry within the placed rip rap unless otherwise noted on the construction plans.
15. A field office will not be required for this project.
16. Special Conditions Pay Items: The following is a list of generally described items that should be included for this pay item which is found in sections 01500, and 01600 of the specifications.
 - Perform all items outlined under erosion and sediment control in this section (NOI, NOT, inspections, etc.).
 - Any items necessary to meet the requirements outlined in the Special Conditions in section 01500.
 - Obtain permits to perform work in GDOT rights of ways.
 - Clearing at 200' intervals for canal surveys.
 - Any items necessary to meet requirements outlined in section 01600 (traffic control, submittals, etc.).
17. Trees will be cut off flush with the ground and leave the stumps in place in areas outside of the access road limits. This will allow for undisturbed earth around the access roads. Removal of stumps shall be at the direction of the engineer or owner.
18. The existing 4" gas line at the end of Bourne Avenue at station 310+00± is at least 5 feet below the bottom of the existing canal and may be up to 10 feet below the canal bottom based on conversations with Atlanta Gas Light Company. At the beginning of construction, the contractor that is awarded the contract shall pothole the existing gas line in up to three locations so that the depth can be determined for any potential conflicts with the canal widening project. All excavation around the gas line shall be coordinated with Atlanta Gas Light Company. Contact Paul Teague 912-239-6526
19. The box culverts on sheets 17 and 19 will be pre cast culverts in accordance with GDOT Std. 2530P. The wing walls and parapet on the upstream ends of the box culverts will be cast in place in accordance with GDOT Std. 2323. A concrete apron will be required on the upstream end of the culvert between the wing walls. The box culverts, wing walls and apron shall be placed on a stone sub base that is a minimum of 18" thick.
20. The project site may be accessed at the following locations to construct the project.
 - Dean Forrest Road (Highway 307).
 - Existing access road along Louisville Canal at station 230+00±. This access road begins at the end of Distribution Drive (paved road) which is located approximately 2000 feet south of the canal off of Dean Forrest Road. The

access road along the canal is approximately 2000 feet long and approximately 15 feet wide with a stone base. A construction exit will be required at the end of Distribution Drive. Appropriate traffic control measures will be required on Distribution Drive and at Dean Forrest Road if this access point is used for the project. The contractor will be required to restore the access road along the canal to its pre-construction condition at the completion of construction.

- The existing maintenance road that is located on Ida J Gadsden Drive may be used to access the site where the canal is being relocated adjacent to the airport runway. The access road is 15 foot \pm wide, is constructed of asphalt and has a 16" force main under it. The road is a light duty roadway. The road ends at a bridge that crosses over the Pipemakers Canal approximately 650 feet north of where the canal widening and realignment will be performed adjacent to the airport runway. A construction exit will be required at the end of the access road at Ida J Gadsden Drive. Appropriate traffic control measures will be required on Ida J Gadsden Drive and at Airways Avenue if this access point is used for the project. The contractor will be required to restore the access road to its pre-construction condition at the completion of construction which could require an asphalt overlay of the maintenance road. If this road way is used for heavy truck traffic the contractor will be required to increase the capacity of the road way for heavy traffic use. The contractor will be required to submit a plan to the engineer and owner for review that outlines how the road way capacity will be increased and how the existing force main will be protected.

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
Pipemakers Canal Widening - Phase II, Section 2, Drainage Improvements.
(PROJECT)

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

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We), _____ Name
, _____ (herein after

"Company"),
Title _____ Name of Bidder _____
in consideration of the privilege to bid/or propose on the following
Chatham County project procurement Pipemakers Canal Widening - Phase II, Section 2,
Drainage Improvements 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 G

Chatham County Minority and Women Business Enterprise Program Proposed MWBE Participation 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 _____% MWBE Combined _____%

The undersigned must 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 () _____

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-citizens.

Notary Public

My Commission Expires:

H-1

#1

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

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

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

#2

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

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

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

#3

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

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

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

#4

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

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

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

#5

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

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

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

LEGAL NOTICE

CC NO. 165219

Invitation to Bid

Sealed Bids will be received until 2:00 P.M. on JULY 10, 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 : 12-0040-4 PIPEMAKERS CANAL WIDENING - PHASE II, SECTION 2, DRAINAGE IMPROVEMENTS.

PRE-BID CONFERENCE: 2:00 P.M., JUNE 14, 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, Technical Specifications 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 rmarshal@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: May 8, May 22, 2012

Please send affidavit to:

Chatham County Purchasing & Contracting Department

P.O. Box 15180

Savannah, Georgia 31416

(912) 790-1622