INVITATION TO BID

BID NO. 13-0074-4

LAROCHE AVENUE CULVERT

PRE-BID CONFERENCE: 2:00PM, AUGUST 29, 2013 MANDATORY ATTENDANCE

BID OPENING: 2:00PM, SEPTEMBER 12, 2013

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER JAMES J. HOLMES COMMISSIONER LORI L. BRADY

COMMISSIONER TONY CENTER 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 DISOUALIFYING THE BID.**

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X GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS
X SURETY REQUIREMENTS - A Bid Bond of 5% with this ITB.
X_PROPOSAL
PLANS/DRAWINGS – Plans and specifications must be purchased at Clayton Digital Reprographics by logging into www.cdrepro.com. Login to DFS. New users must register. For technical support contact CDR at (912) 352-3880, fax (912) 352-3881 or email: cdrsouth@cdrepro.com.
X_BID SCHEDULE
PERFORMANCE BOND – Rquired at the time of contract.
PAYMENT BOND – Required at the time of contract.
CONTRACT
X LEGAL NOTICE
X_ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT, E. BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, F. M/WBE PARTICIPATION REPORT, G. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS, H. CHATHAM APPRENTICE PROGRAM DOCUMENTATION
X DOCUMENTATION OF ABILITY TO PERFORM BID REQUIREMENTS. THIS MAY BE REQUIRED OF BIDDERS AFTER SUBMISSION OF BIDS.

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

CURRENT TAX CERTIFICA		
COUNTY		
OTHER		
minority and woman owned businesses submitting bids o minority or woman owned b one or more minority/female	businesses. In order to or proposals are encourage usiness is defined as a busic individuals and whose da	ned goals to increase participation of accurately document participation, ged to report ownership status. A ness with at least 51% ownership by ily business operations are managed le owners. Please check ownership
African-American	Asian American	Hispanic
Native American or Alaskan	Indian Wor	man
		rity/female participation may be one ocess when specified as such in the
RECEIPT IS HEREBY ACKN	NOWLEDGED OF ADDEN	DA NUMBER(S)
_	failure to return each, com	he above listed and marked documents pleted and signed as required, may be
BY:		
DATE		
SIGNATURE		
ΓΙΤLE:		
COMPANY:		

CHATHAM COUNTY, GEORGIA

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

Date: August 6, 2013

BID NO. 13-0074-4

GENERAL INFORMATION FOR INVITATION FOR BID

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Agent, at <u>The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM local time, SEPTEMBER 12, 2013, at which time they will be opened and publicly read. The County reserves the right to reject <u>all</u> bids that are non-responsive or not responsible.</u>

Instructions for preparation and submission of a bid are contained in this Invitation For Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink.

A <u>MANDATORY Pre-bid Conference</u> has been scheduled to be conducted at <u>the Chatham County Citizens Service Center</u>, 1117 <u>Eisenhower Drive</u>, <u>Suite C</u>, <u>Savannah</u>, <u>Georgia</u>, on <u>AUGUST 29</u>, <u>2013</u>, at <u>2:00PM</u>., to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Your firm <u>must</u> be represented at this conference to be allowed to submit a bid.

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

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

This project <u>IS</u> a Special Purpose Local Option Sales Tax (SPLOST) Project. See paragraph 2.25 for MBE/WBE participation goals.

INSTRUCTIONS TO BIDDERS

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

1.2 How to Prepare Bids: All bids shall be:

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

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

1.3 **How to Submit Bids:** All bids shall be:

- a. An original and <u>duplicate</u> copy must be submitted in a sealed opaque envelope, plainly marked with the bid number and title, date and time of bid opening, and company name.
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.
 - 1. Mailing Address: Chatham County Purchasing and Contracting, 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 31406.

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

- 1.4 **How to Submit an Objection:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:
 - a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two

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

any and all other standards or regulations required by federal, state or County stature, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.

- 1.12 **Contractor:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- Local Preference: On 27 March 1998, the Board of Commissioners adopted a "Local 1.13 Vendor" Preference Ordinance that gives the lowest Chatham County vendor submitting a responsible bid/quote the opportunity to match the lowest price offered by an out-of-County vendor. If the County vendor confirms in writing to match within 24 hours, the award will be made to the Chatham County vendor. The lowest Chatham County responsive bidder will be afforded the "right to first refusal". "Local Vendor" is defined as a business or supplier which operates and maintains a regular place of business within the geographical boundaries of Chatham County or one of the local Municipalities of the County AND all real and personal property taxes are paid prior to award of a "NOT **APPLICABLE PUBLIC** purchase. TO **WORKS** CONSTRUCTION PROJECTS AND REVENUE PRODUCING BIDS." However, contractors are encourage to apply the same method when awarding bids to local M/WBE businesses whenever possible in order to promote growth in Chatham County's economy.
- 1.14 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.
 - ** All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

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

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

anniversary date.

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

- 1.16 **Payment of Taxes**: No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.
- 1.17 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of Residential and General Contractors by 1 July 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" for the type of license required for this project.

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

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

Systematic Alien Verification for Entitlements (SAVE) Program: O.C.G.A. 50-36-1, required 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 but is only required of the successful bidder.

Protection of Resident Workers. Chatham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the

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

1.19 **Chatham Apprentice Program Hiring:** Chatham County has established a Chatham 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 in this bid package. Contractor shall complete the form and return with their first pay request. All questions regarding CAP student hiring should be directed to Daniel Dodd-Ramirez at (912) 232-6747.

GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.3 Not Used.
- 2.4 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of <u>sixty (60)</u> days from bid opening date, unless otherwise stated in the bid.
- 2.5 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.6 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this

- proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.7 **Guarantee/Warranty:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.
- 2.8 **Liability Provisions:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 2.9 **Cancellation of Contract:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.10 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.
- 2.11 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder

- or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.
- 2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.
- 2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The <u>Chatham County Purchasing Procedures Manual</u>, Article IX Appeals and Remedies shall govern the review and resolution of all protests.
- Qualification of Business (Responsible Bidder or Proposer): A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

Chatham County has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive or unresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.

2.15 **Chatham County Tax Certificate Requirement:** A current Chatham County Tax Certificate is required unless otherwise specified. Please contact the Building Safety and Regulatory Services at (912) 201-4300 for additional information.

NOTE: No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.

2.16 **Insurance Provisions, General:** The selected contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid.

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

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

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

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

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

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

2.16.3 Special Requirements:

a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance

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

2.16.4 Additional Coverage for Specific Procurement Projects:

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

Minimum Limits: \$1 million per claim/occurrence

Coverage Requirement: If claims-made, retroactive date must precede

or coincide with the contract effective date or the date of the Notice to Proceed. The professional <u>must state</u> if tail coverage has been purchased and the duration of the coverage.

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

 Minimum Limits: All-Risk coverage equal 100% of contract value Coverage Requirements: Occupancy Clause permits County to use the facility prior to issuance of Notice of Substantial Completion.
- 2.17 **Compliance with Specification Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidders proposal or bid and by reference are made a part hereof.
- 2.18 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the bidder after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.19 **Notice to Proceed:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.20 **Payment to Contractors:** Instructions for invoicing the County for products delivered to the County are specified in the contract document.
 - a. Questions regarding payment may be directed to the Finance Department at (912) 652-7900 or the County's Project Manager as specified in the contract documents.
 - b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
 - c. Upon completion of the work or delivery of the products, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
 - d. Chatham County is a tax exempt entity. Every contractor, vendor, business

or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

- Owner's Rights Concerning Award: The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner 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 Owner 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 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
 - d. 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; and
 - e. Whether the bidder has made a Good Faith Effort to meet local participation goals for local economic impact for Disadvantaged Business Enterprises and Small Business Enterprises.

2.22 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.

2.23 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, or other local government entity. This includes pending litigation or claims with the County or other government entities. Contractor shall immediately notify County in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

2.24 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.

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

Goals established for this project is <u>30% Combined.</u>

- c. A Minority/Female Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.
- 2.26 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 <u>nonresponsive</u>.

Each bidder or proposer is required to maintain records of such efforts in detail adequate to permit a determination of compliance with these requirements. All contracts will reflect **Good Faith Efforts** and reporting requirements for the term of the contract. The County particularly urges general contractors to give emphasis to subcontracting with local area firms. For information on the program or M/WBE contractors/vendors please contact the Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7860 phone, or (912) 652-7849 fax.

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

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

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

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

- 2.28 **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.
- 2.29 **CONTRACTOR RECORDS** -The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up three (3) years following completion.

other inform	nation to determine experience and qualifications as follows:
a. Project l	Name:
	Location:
	Owner:
	Address:
	City and State:
	Contact:
	Phone & Fax:
	*Architect or Engineer:
	Contact:
	Phone & Fax:
b. The	awarded bid amount and project start date.
Final cost of	f project and completion date.
Number of o	change orders.
	project completion in days.
Project com	pleted on time. Yes No Days exceeded
-	s contracts your company performed for Chatham County by Project Title, dat
and	awarded/final cost.
	tor ever failed to complete a project? If so, provide explanation.
• •	ojects ever performed by contractor been the subject of a claim or lawsuit by o
_	nst the contractor? If yes, please identify the nature of such claim or lawsui
the c	ourt in which the case was filed and the details of its resolution.

REFERENCES - \$500,000 or more: For bidders to be responsive each must provide

2.30

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

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

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

ADDITIONAL CONDITIONS

3.1 <u>METHOD OF COMPENSATION</u>. 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.

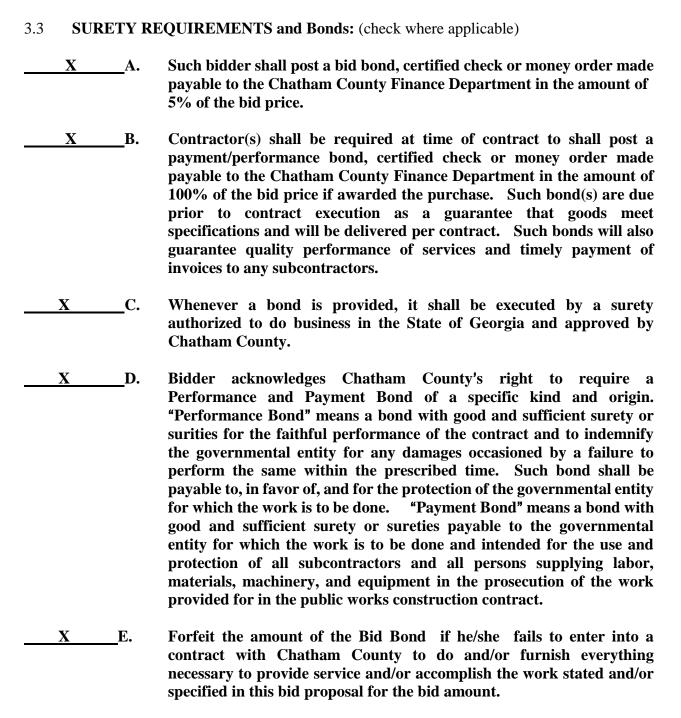
After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to the County, then the total amount to be retained may be reduced to 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer,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



3.4 WARRANTY REQUIREMENTS:

- a. Provisions of item 2.7 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 (With automatic renewal options for four (4) additional one (1) year terms if all parties agree)
- b. One-time Purchase

X c. Other **ONE TIME CONTRACT**

3.6 AUDITS AND INSPECTIONS:

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

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		
	SIGNATUR	RE
	TITLE	
	COMPAN	Y
	Phone / Fax	No's.

SPECIAL CONDITIONS

PART 1 – PROJECT DESCRIPTION

1.01 LOCATION AND DESCRIPTION OF WORK

- A. The project is located at Laroche Avenue between Neva Avenue and Lansing Avenue in unincorporated Chatham County.
- B. The work consists of replacing the brick arch culvert under Laroche Avenue with a 12'x6' box culvert.
- C. All associated work for the culvert replacement is included on the construction drawings. The associated work includes the relocation of a water and sewer main. These relocations shall be performed with minimal interruption of services.
- D. Laroche Avenue shall be closed to public traffic from north of Neva Avenue to the parking area of the restaurant while construction is in progress. The existing right of way within this boundary shall be used as staging and storage areas. At the completion of the project the Contractor shall restore all areas to equal or better than its preconstruction condition.

PART 2 – CONTRACT DOCUMENTS

2.01 TECHNICAL SPECIFICATIONS (Separate document that can be downloaded from the County website: purchasing.chathamcounty.org)

A.	02220	Site Demolition
B.	02231	Clearing and Grubbing
C.	02300	Earthwork
D.	02373	Geotextile
E.	02460	Steel H Piles and Sheet Piles
F.	02490	Soil Anchors
G.	02510	Water Distribution
H.	02531	Sanitary Sewers
I.	02630	Storm Drainage
J.	02704	Graded Aggregate Base Course (GABC)
K.	02745	Hot Mix Asphalt Concrete Pavement
L.	03300	Cast-in-Place Concrete
M.	03410	Precast Structural Concrete
N.	05500	Metal Fabrications
O.	09930	Protective Coating for Steel

2.02 DRAWINGS

A.	G-001	Cover Sheet
B.	G-002	General Notes and Abbreviations Sheet 1 of 2
C.	G-003	General Notes and Abbreviations Sheet 2 of 2
D.	G-004	ESPC General Notes Sheet 1 of 3
E.	G-005	ESPC General Notes Sheet 2 of 3
F.	G-006	ESPC General Notes Sheet 3 of 3
G.	G-101	Project Site Plan
H.	G-102	Traffic Control Plan Sheet 1 of 2
I.	G-103	Traffic Control Plan Sheet 2 of 2
J.	B-001	Boring Logs
K.	V-101	Existing Site Plan
L.	C-101	Initial ESPC Plan
M.	C-102	Intermediate & Final ESPC Plan
N.	C-103	Demolition Plan
O.	C-104	Storm Drainage & Utility Plan
P.	C-105	Paving & Grading Plan
Q.	C-106	Signage & Striping Plan
R.	C-301	Typical Section & Elevations
S.	C-302	Storm Drainage & Utility Profiles
T.	C-501	ESPC Details Sheet 1 of 4
U.	C-502	ESPC Details Sheet 2 of 4
V.	C-503	ESPC Details Sheet 3 of 4
W.	C-504	ESPC Details Sheet 4 of 4
X.	C-505	Miscellaneous Civil Details
Y.	C-601	Working Point Schedules
Z.	S-101	Culvert & Pile Plan
AA.	S-301	Box Culvert Sections
BB.	S-302	West Headwall & Wingwall Elevations & Sections
CC.	S-303	East Headwall & Wingwall Elevations & Sections
DD.	S-304	Concrete Apron Sections
EE.	S-501	Steel Sheet Pile Details Sheet 1 of 2
FF.	S-502	Miscellaneous Structural Details
GG.	S-601	Pile Schedule

PART 3 – PRE-CONSTRUCTION AND POST-CONSTRUCTION INSPECTIONS

3.01 PRE-CONSTRUCTION INSPECTION

A. A pre-construction conditions video (standard DVD format) is required and must be submitted to Chatham County Department of Engineering for approval prior to start of any land disturbing work. Special emphasis shall be given to record pre-disturbance condition of roadway pavements, curbing, sidewalks, driveways, buildings, utilities and other improvements located within or within 100 feet of the project limits. This is in addition to other inspections and surveys required of the Contractor or performed by the County. The video shall be prepared by a

professional photographer having experience in similar work and approved by the County. A voice narrative shall identify location and features of the preconstruction video. A typewritten version of the voice narrative shall be provided upon request.

- B. The Contractor shall provide a pre-construction video of the sanitary sewer main showing existing conditions. The limits of the video shall extend to the first sanitary sewer manhole outside the project limits in each direction.
- C. A pressure test shall be performed on the existing water system to determine conditions prior to construction.

3.02 POST-CONSTRUCTION INSPECTION

A. The Contractor shall provide and pay all costs of a video inspection record of the completed pipe systems produced by a qualified sewer inspection company or agency (Chatham County or City of Savannah inspection crews are acceptable, however the Contractor shall remain responsible for paying all costs). The video inspection record shall be provided on standard DVD and compatible with County viewing software. All deficiencies identified by the inspection shall be corrected by the Contractor prior to acceptance of the work as substantially complete.

PART 4 – STAKING

4.01 CONSTRUCTION STAKING AND CONTROL OF WORK

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

PART 5 - DOCUMENTATION

5.01 DOCUMENTATION TO BE PROVIDED WITH REQUESTS FOR PAYMENT

- A. In addition to the documentation described elsewhere in the Contract Documents, the Contractor shall submit with each request for payment the following:
 - 1. Inspection reports of the sediment and erosion control facilities as described in the General Permit No. GAR100002. A copy of the Georgia Soil and Water Conservation Commission certification card(s) of the person(s) completing the reports shall also be submitted. Missing or incomplete

- documentation of inspection reports may be cause for delay/denial of payment.
- 2. Copies of material delivery tickets. The Contractor shall be responsible for collecting these documents at the time of delivery. The delivery tickets shall not relieve the Contractor of his responsibility to ensure the materials are in accordance with the contract documents. Missing or incomplete documentation of delivered materials may be cause for delay/denial of payment.
- 3. Prior to submitting a request for payment, the Contractor shall review the extent of work completed with the County's representative for accuracy and completeness.

PART 6 – EROSION AND SEDIMENTATION CONTROL

6.01 DUTIES

- A. The Contractor will be responsible for installation, maintenance and repair of the sedimentation and erosion control facilities and for any modifications or adjustments necessary for the project to remain in compliance with the Georgia Erosion and Sedimentation Act during performance of the work. The Contractor will have on site at all times of construction activity a Georgia Soil and Water Conservation Commission Level 1A certified person.
- B. The contractor shall perform sediment and erosion control inspection and reporting requirements, recording daily precipitation amounts, and other duties as described in the contract documents. Inspection reports shall be provided on forms provided by the County or as approved by the County. Signed copies of the Contractor's reports shall be submitted to the County with each Request for Payment. Water quality testing and reporting will be provided by the County.
- C. The total contract amount will be reduced by an amount as specified in the fines section below for each occurrence of failure to conform to the sediment and erosion control requirements of the contract. For the purpose of this paragraph an occurrence shall be defined as each 24-hour period with consecutive 24-hour periods being measured as separate occurrences. This fee shall be in addition to any penalties or assessments made against the Contractor for non-compliance of the Georgia Water Quality Control Act.

PART 7 - FINES AND LIQUIDATED DAMAGES

7.01 FINE

A. A \$200 per day fee shall be assessed against the Contractor and withheld from the

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

7.02 LIQUIDATED DAMAGES

A. Liquidated Damages shall be assessed at \$500 per calendar day for work not completed within the Contract period. The full amount of liquidated damages will be deducted from the final payment to the Contractor.

PART 8 - ALLOWANCE

8.01 FIELD CONDITION ALLOWANCE

A. The Field Condition Allowance shown on the bid sheet shall belong to Chatham County. The purpose of this Allowance is to allow the County to designate actions associated with completion of the project which are not indicated on the plans, but which are dictated by field conditions. Bidders shall not use this Allowance to assume any Contractor costs known or unknown at the bidding. Chatham County must approve use of the Allowance. All bidders shall include this Field Condition Allowance within their base bid. Any unused allowance shall revert to Chatham County.

PART 9 - SPECIAL REQUIREMENTS OF CONSTRUCTION

9.01 REQUIREMENTS

- A. Work hours shall be limited to 7:00 am to 7:00 pm Monday through Friday and shall exclude holidays unless otherwise approved by Chatham County.
- B. The Contractor shall obtain an Encroachment Permit from the Department of Public Works prior to any work within road rights of way. All work is to be performed within the existing rights of way and easements as shown on the plans unless coordinated with others. Permission to use private property outside of these areas shall be obtained by the Contractor in writing. Copies of such agreements shall be provided to the Chatham County Engineering Department.
- C. The Contractor shall provide approved means and methods upstream and downstream of the excavation to control water as needed in any open excavations as required for construction. The Contractor's means and methods shall apply to a normal tide cycle and not impede natural drainage through the construction site. The County must approve the Contractor's plan for maintenance of flow prior to beginning work.

- D. Watering past the date of substantial completion of the work shall be provided on seeded areas to achieve full coverage to match existing conditions and as accepted by Chatham County.
- E. There are existing water and sewer mains to be relocated within the project limits. These mains will be relocated without interruption to services unless otherwise permitted by Chatham County. The County must approve the Contractor's plan for maintaining water and sewer services and flow during the construction period prior to disturbance of the systems.
- F. The Contractor shall provide traffic control during the construction of the project. No work shall commence until a detailed traffic control plan is reviewed and approved by Chatham County. Laroche Avenue shall be closed to traffic. The Contractor shall notify all emergency services of any road closure as well as the school system for bus routes. All signage regarding closure shall be posted no less than one week prior to any closures.
- G. The Contractor shall make every effort to minimize the length of time required for the Laroche Avenue road closure. A detailed time schedule for the road closure and re-opening shall be provided to and approved by Chatham County prior to beginning demolition or construction.
- H. Unsuitable material shall be removed and replaced with suitable material meeting the requirements of the specifications. Measurement of unsuitable material shall exclude excavation of all materials within the limits of excavation shown on the drawings. Measurements of unsuitable material shall be made by cross section method as approved by Chatham County. Measurement by truck count will not be allowed unless otherwise stated.
- I. Contractor to remove and replace 6" concrete pad on the adjacent lot east of Laroche Avenue north of the canal.

PART 10 - GEOTECHNICAL INVESTIGATION

10.01 DATA

A. A boring log provided by Terracon Consultants, Inc. is included in the plans on sheet B-001 with locations shown on V-101. This data is offered for information only with no responsibility by the Owner or Engineer for variation in subsoil quality or conditions at the boring locations or at locations other than those shown or at times when the borings were made.

CHATHAM COUNTY, GEORGIA SURETY REQUIREMENTS

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

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

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

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

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

COMPANY	DATE
SIGNATURE	TITLE
TELEPHONE NUMBER	

PROPOSAL

SPECIFICATIONS FOR:

BID NO. 13-0074-4

LAROCHE AVENUE CULVERT

The project is located at Laroche Avenue between Neva Avenue and Lansing Avenue in unincorporated Chatham County, Georgia.

Work will consist of replacing the brick arch culvert under Laroche Avenue with a 12' x 6' box culvert.

All associated work for the culvert replacement is included on the construction drawings. The associated work includes the relocation of a water and sewer main. These relocations shall be performed with minimal interruption of services.

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

COMMENCEMENT AND COMPLETION:

WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN 240 CALENDAR DAYS AFTER THE TEN DAY PERIOD.

BID SHEET FOR: BID NO. 13-0074-4 LAROCHE AVENUE CULVERT

Centeral Centeral	Item	Description	Quantity	Unit	Unit Price	Item Total
1. General Conditions / Mobilization		Description	Quantity	Unit	Unit Frice	item rotai
Demolition Committee Demolition Demolition Committee Demolition Demolition Committee Demolition		Canada Canditiana / Mahilipatian	1	1.0		1
Demolition/Removal of All Features Shown on Plans Except Timber			1	LS		
2. Pales and Pavement Removal 1 1.5	Demolitio	-			ı	T
Piles and Psychement Removal A. Remove & Dispose of Unitable Piles 200 LF A. Remove & Dispose of Unitable Piles 465 SY A. Remove Existing Pavement 465 SY B. Remove Unsuitable Material as directed by Owner 20 CY B. Redet Fill 465 SY B. Backfill & Compact for Box Culvert, including Select Fill 350 CY B. Backfill & Compact for Box Culvert, including Select Fill 350 CY B. Backfill & Compact for Box Culvert, including Prime Coat 505 SY B. Select Fill 57 Stone 505 SY B. Select Fill 57 Stone 505 SY B. Select Fill 505 SY B. Select	2.	·	1	LS		
A. Remove Existing Pavement 466 SY			,			
S. Mill Existing Pavement 2" depth 40 SY						
		Remove Existing Pavement				
Construction Exit (Installation and Maintenance)		Mill Existing Pavement 2" depth	40	SY		l
7. Type C Silt Fence (installation and Maintenance) 170 LF				1	T	
B. Inlest Sediment Trap (Installation and Maintenance)			2			
9, Turbidity Curtain (Installation and Maintenance) 140 LF 10. Temporary Downdrain (Installation and Maintenance) 6 EA			170			
11. Temporary Downdrain (Installation and Maintenance)			1			
Site Work - Paving, Grading, and Drainage	_		140			
11			6	EA		
1.	Site Work	c - Paving, Grading, and Drainage				
13. GDOT Type 1 Rip Rap, 24" Thickness 120 SY	11.		1			
14. GDOT Type 3 Rip Rap, 12" Thickness, includes Grout 250 SY 15. Furnish & Place Fliter Fabric (for Rip Rap) 370 SY 16. Remove Unsuitable Material as directed by Owner 20 CY 17. Excavated Material Hauled Offsite 350 CY 18. Select Fill 200 CY 19. Backfill & Compact for Box Culvert, including Select Fill 350 CY 20. #57 Stone CY 45 CY 21. 2" 12.5mm HMA Superpave Surface Course, including Tack Coat 505 SY 21. 2" 19mm HMA Superpave Binder Course 505 SY 23. 8" Compacted Graded Aggregate Base, including Prime Coat 505 SY 23. 8" Compacted Graded Aggregate Base, including Prime Coat 505 SY 24. Fine Grading - Preparation of Subgrade 505 SY 25. Hydro Seeding, Temporava and Permanent Mix 350 SY 26. Sanitary Sewer Temporization and Maintenance of Flow 1 LS 27. Sanitary Sew	12.	Dewatering and Maintenance of Flow	1			
15. Furnish & Place Filter Fabric (for Rip Rap) 370 SY		GDOT Type 1 Rip Rap. 24" Thickness				
16. Remove Unsuitable Material as directed by Owner 20 CY 17. Excavated Material Hauled Offsite 350 CY 18. Select Fill 200 CY 19. Backfill & Compact for Box Culvert, including Select Fill 350 CY 20. #57 Stone 45 CY 21. 2° 12.5mm HMA Superpave Surface Course, including Tack Coat 505 SY 22. 2° 19mm HMA Superpave Binder Course 505 SY 23. 8° Compacted Graded Aggregate Base, including Prime Coat 505 SY 24. Fine Grading - Preparation of Subgrade 505 SY 25. Hydro Seeding, Temporary and Permanent Mix 350 SY 26. Sanitary Sewer Temporization and Maintenance of Flow 1 LS 27. Sanitary Sewer Manhole 1 EA 28. 8° DI Sewer Main 62 LF 29. Connect to Existing Sanitary Manhole 2 EA 30. Water Main Temporization, including Head Valve 1 LS	14.	GDOT Type 3 Rip Rap, 12" Thickness, includes Grout	250			
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49. Precurved W-Beam Guardrail 30 LF		W-Beam Guardrail				
	49.	Precurved W-Beam Guardrail	30	LF		1

50. Type I Anchorage	4 EA		
Miscellaneous			
51. Field Condition Allowance			\$50,000.00
TOTAL BID			

NAME / TITLE		
COMPANY		
ADDRESS		
PHONE / FAX		
E-MAIL		

LIST OF SUBCONTRACTORS

ME AND ADDRESS	TYPE OF WORK	
	SIGNED:	

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:

A Drug-Free Workplace will be provided for the employees during the

1.

	performance of the contract; a	nd	_
2.	Each sub-contractor under the following written certification		shall secure the
			(CONTRACTOR)
certifies to C	Chatham County that a Drug-Free	Workplace will be provide	d for the employees
during the p	performance of this contract know	n as procurement LARO	CHE AVENUE
CULVERT	(PROJECT) pursuant to paragra	ph $\overline{(7)}$ of subsection (B) of	Code Section 50-24-3.
	dersigned further certifies that he		
sale, distribu	ution, possession, or use of a cont e of the contract.	2 2	· · · · · · · · · · · · · · · · · · ·
			<u></u>
CONTRAC	TOR	DATE	
NOTARY		DATE	<u> </u>

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that	I (We),
·	Name
Title	Name of Bidder
	of the privilege to bid/or propose on the following LAROCHE AVENUE CULVERT hereby consent,
discriminated against on the basis of rac	participation in, denied the benefit of or otherwise e, color, national origin or gender in connection with the performance of the contract resulting therefrom;
· ·	this Company to provide equal opportunity to all otherwise interested with the Company, including those ial minorities, and women;
aware of, understands and agrees to take	knowledge and warrant that this Company has been made affirmative action to provide minority and women racticable opportunities to do business with this Company
(4) That the promises of non-discriming throughout the duration of this contract	nation as made and set forth herein shall be continuing with Chatham County;
	nation as made and set forth herein shall be and are hereby brated by reference in the contract which this Company
non-discrimination as made and set forth	o satisfactorily discharge any of the promises of a above may constitute a material breach of contract act in default and to exercise appropriate remedies 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.

for offeindicat	y indictments or convictions of any person, subsidiary, or affiliate of this convenses such as embezzlement, theft, fraudulent schemes, etc. or any other offering a lack of business integrity or business honesty which affects the responsition contractor.
List an	y convictions or civil judgments under states or federal antitrust statutes.
	y violations of contract provisions such as knowingly (without good cause) to n, or unsatisfactory performance, in accordance with the specifications of a ct.
List an	y prior suspensions or debarments by any governmental agency.
List an	y contracts not completed on time.
List an	y penalties imposed for time delays and/or quality of materials and workmans

I,, as	
I,, as	Title & Authority
of, declare u	nder oath that
Company Name	
the above statements, including any supplemental re	esponses attached hereto, are true.
Signature	
State of	
County of	
Subscribed and sworn to before me on this	day of
20 by representing him	n/herself to be
of the company named he	rein.
Notary Public	
My Commission expires:	
Resident State:	

DPC Form #45

ATTACHMENT D

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(1)

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 engaged in the physical performance of services on behalf of <u>CHATHAM COUNTY</u> has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
Date of Authorization
Name of Contractor
Name of Project
Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on,, 201 in(city),(state).
Signature of Authorized Officer or Agent
Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,201
NOTARY PUBLIC
My Commission Expires:

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)

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				
Federal Work Authorization User Identification Number				
Date of Authorization				
Name of Subcontractor				
Name of Project				
Name of Public Employer				
I hereby declare under penalty of perjury that the foregoing is true and correct.				
Executed on,, 201 in(city),(state).				
Signature of Authorized Officer or Agent				
Printed Name and Title of Authorized Officer or Agent				
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,201				
NOTARY PUBLIC My Commission Expires:				

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 or local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

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 comple belief.	te to the best of my knowledge and
(Printed or typed Name of Signatory)	-
(Signature)	-
(Date)	-
NOTE: The penalty for making false statements in offers is	s prescribed in 18 U.S.C. 1001

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

ATTACHMENT F

Chatham County Minority and Women Business Enterprise Program M/WBE 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_	%	M/WBE Com	bined	9⁄
The undersigned should of for work listed in this sch Board of Commissioners	nedule conditioned upor				
Signature		Print			
Phone ()					

ATTACHMENT G

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

By executing this affidavit under oath, as ar License or Occupation Tax Certificate, Alco		•
benefit as reference in O.C.G.A. Section 50		
for a Chatham County contract for		[Name of natural
person applying on behalf of individual, but	siness, corporation, partnership	o, or other private entity]
1.) I am a c	itizen of the United States.	
OR		
2.) I am a leg	gal permanent resident 18 year	s of age or older.
OR		
non-immigrant under the Fed	otherwise qualified alien (8 § Uderal Immigration and National rand lawfully present in the U	lity Act (8 USC 1101 et
In making the above representation used and willfully makes a false, fictitious affidavit shall be guilty of a violatio Georgia.	s, or fraudulent statement or re	presentation in an
Georgia.	Signature of Applicant:	Date
	Printed Name:	
SUBSCRIBED AND SWORN	*	
BEFORE ME ON THIS THEDAY OF, 20	Alien Registration number for	or non-citizens.
Notary Public		
My Commission Expires:		

ATTACHMENT H

Chatham 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 contact CAP of may be utilized for the project:	ffice to determine availability of specific labor classes which
Date of Inquiry	# of Available Participants
2) Anticipated number of CAP stud	dents that will be hired and related trade category:
#	Trade Category
#	Trade Category
#	Trade Category
3) If CAP students are not anticipal explain.	ted to be hired for this project, the contractor must briefly

Any questions regarding the Construction Apprentice Program and available participant labor should be directed to Daniel Dodd-Ramirez at (912) 232-6747.

REFERENCE FORM

REFERENCES - \$499,999 or less: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$499,999 or less, for bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government

a.	Project Name:
	Location:
	Owner:
	Address:
	City and State:
	Contact:
	Phone & Fax:
	*Architect or Engineer:
	Contact:
	Phone & Fax:
	Email:
c. d.	The awarded bid amount and project start date Final cost of project and completion date. Number of change orders Contracted project completion in days
f.	Project completed on time. Yes No Days exceeded
_	List previous contracts your company performed for Chatham County by Project Title, te 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
lav	wsuit, the court in which the case was filed and the details of its resolution.

REFERENCE FORM

REFERENCES - \$499,999 or less: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$499,999 or less, for bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government

a.	Project Name:
	Location:
	Owner:
	Address:
	City and State:
	Contact:
	Phone & Fax:
	*Architect or Engineer:
	Contact:
	Phone & Fax:
	Email:
c. d.	The awarded bid amount and project start date. Final cost of project and completion date. Number of change orders. 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, te 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
lav	vsuit, the court in which the case was filed and the details of its resolution.

REFERENCE FORM

REFERENCES - \$499,999 or less: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$499,999 or less, for bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government

a.	Project Name:
	Location:
	Owner:
	Address:
	City and State:
	Contact:
	Phone & Fax:
	*Architect or Engineer:
	Contact:
	Phone & Fax:
	Email:
b.	The awarded bid amount and project start date.
c.	Final cost of project and completion date.
	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,
dat	e 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
law	vsuit, the court in which the case was filed and the details of its resolution.

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. ORGINAL SURETY BOND (5% OF BID) ALONG WITH SURETY REQUIREMENTS SHEETS FILLED OUT.
- 3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.
- 4. "LIST OF SUBCONTRACTORS" SHEET FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.
- 5. **"% TO MBE SUBCONTRACTORS/SUPPLIERS' SHEET** COMPLETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO MBE/WBE SUBCONTRACTORS/SUPPLIERS.
- 6. SECTION 2.31 OF ITB **REFERENCES**: Read this section and submit the correct number of "References" (based on total dollar amount of project) Note: Supply <u>ALL</u> the information that is requested for each Reference. NOTE: *Forms for Reference Information are attached to this Bid Package*.
- 7. ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT HTTP://PURCHASING.CHATHAMCOUNTY.ORG.
- 8. COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE ITB (Attachments A thru H). D-2 IS TO BE FILLED OUT FOR EACH SUBCONTRACTOR.

9.	SUBMIT A COPY	OF YOUR	<i>UTILITY LICEN</i>	VSE.
NA	AME/TILE			
CC	OMPANY NAME			

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

LEGAL NOTICE CC NO. 165560 Invitation to Bid

Sealed Bids will be received until 2:00 P.M. on SEPTEMBER 12, 2013 and publicly opened in Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406, for: BID NO: 13-0074-4 LAROCHE AVENUE CULVERT

MANDATORY PRE-BID CONFERENCE: Conference will be held at <u>The Chatham County Citizens Service Center</u>, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on <u>AUGUST 29</u>, 2013, at 2:00PM. Your firm <u>must be</u> represented at this conference to be allowed to submit a bid.

Plans 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 and Technical Specifications 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 marshall@chathamcounty.org

Bid Bond <u>is required</u> 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.

<u>CHATHAM COUNTY HAS THE AUTHORITY TO REJECT ALL BIDS AND WAIVE</u> 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: Aug.12, Aug.27, 2013 Please send affidavit to: Chatham County Purchasing & Contracting Department 1117 Eisenhower Drive, Suite C Savannah, Georgia 31406 (912) 790-1622