

INVITATION TO BID

BID NO. 14-0098-4

PIPEMAKERS CANAL TIDE GATE REPLACEMENT

PRE-BID CONFERENCE: 2:00 PM, SEPTEMBER 12, 2014
MANDATORY ATTENDANCE ON-SITE

BID OPENING: 2:00 PM., SEPTEMBER 25, 2014

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER TONY CENTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER LORI L. BRADY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

DOCUMENT CHECK LIST

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

 X GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

 X SURETY REQUIREMENTS - **A Bid Bond of 5% with this ITB.**

 X PROPOSAL

 X PLANS/DRAWINGS – **Plans 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) 447-5445, fax (912) 233-7020 or email: cdwest@cdrepro.com.**

 X BID SCHEDULE

 PERFORMANCE BOND – Required 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.

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 owned business is defined as a business with at least 51% ownership by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners. Please check ownership status as applicable:

African-American _____ **Asian American** _____ **Hispanic** _____

Native American or Alaskan Indian _____ **Woman** _____

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

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S) _____

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

BY: _____
DATE

SIGNATURE

TITLE: _____

COMPANY: _____

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

Date: August 21, 2014

BID NO. 14-0098-4

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 The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM local time, SEPTEMBER 25, 2014,** at which time they will be opened and publicly read. **The County reserves the right to reject all bids that are non-responsive or not responsible.**

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

A **MANDATORY Pre-bid Conference** has been scheduled for **SEPTEMBER 12, 2014, at 2:00 P.M.,** and will be to be conducted **ON-SITE at Georgia Ports Authority Annex 2 Auditorium located at 100 Main Street (S.R. 25) in Garden City, Georgia.** Details of the site visit will be provided at this meeting. It is anticipated that the site visit will occur immediately after the meeting with transportation and escort provided by GPA. **Your firm must be represented at the 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 **IS** 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 Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 **How to Prepare Bids:** All bids shall be:

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

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

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

- a. **An original and duplicate copy must be submitted in a sealed opaque envelope, plainly marked with the bid number and title, date and time of bid opening, and company name.**
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

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

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

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

relationship with that firm with respect to Board contract.

- 1.15 **Performance Evaluation:** On 11 April 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date. Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Agent.
- 1.16 **Payment of Taxes:** No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.
- 1.17 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of Residential and General Contractors by 1 July 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 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.

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 sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.5 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.

- 2.6 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.7 **Guarantee/Warranty:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.
- 2.8 **Liability Provisions:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 2.9 **Cancellation of Contract:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.10 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.
- 2.11 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.

2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.

2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.

2.14 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

Chatham County has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive or 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.

<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.

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

- c. Upon completion of the work or delivery of the products, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
- d. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.21 **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 30% Combined.

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

- 2.26 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 nonresponsive.

Each bidder or proposer is required to maintain records of such efforts in detail adequate to permit a determination of compliance with these requirements. All contracts will reflect **Good Faith Efforts** and reporting requirements for the term of the contract. The County particularly urges general contractors to give emphasis to subcontracting with local area firms. **For information on the program or M/WBE contractors/vendors please contact Connell C. Heyward, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7828 phone, or (912) 652-7951 fax. Email: cheyward@chathamcounty.org**

- 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.

2.30 **REFERENCES - \$500,000 or more:** For bidders to be responsive each must provide information on the most recent five (5) projects with similar scope of work as well as other information to determine experience and qualifications as follows:

a. Project Name: _____

Location: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone & Fax: _____

*Architect or Engineer: _____

Contact: _____

Phone & Fax: _____

b. The awarded bid amount and project start date.

Final cost of project and completion date.

Number of change orders.

Contracted project completion in days.

Project completed on time. Yes _____ No _____ Days exceeded _____.

List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.

Has contractor ever failed to complete a project? If so, provide explanation.

Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

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

Failure to provide the above information may result in your firm's bid being rejected

and ruled as non-responsive.

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

ADDITIONAL CONDITIONS

- 3.1 **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.

3.3 SURETY REQUIREMENTS and Bonds: (check where applicable)

- X A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.
- X B. Contractor(s) shall be required at time of contract to shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
- X C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.
- X D. Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or surities for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or surities 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.

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 _____

SIGNATURE

TITLE

COMPANY

Phone / Fax No's.

CHATHAM COUNTY, GEORGIA
SURETY REQUIREMENTS

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

A Performance Bond for one hundred percent (100%) of the bid 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. 14-0098-4

PIPEMAKERS CANAL TIDE GATE REPLACEMENT

The project is located within the limits of the Georgia Ports Authority facility in Garden City, Georgia. The location of the project work is the existing tide gate structures some 1200' upstream of the junction of Pipemakers Canal within the Savannah River.

The work consists of dewatering operations, removal of the existing sluice gates, frames and lifting mechanisms from the structure, and acquisition and installation of new flap gates and frames, as detailed in the contract documents. Capacity for stormwater drainage in the canal must be partially maintained at all times.

The work will be completed within the secured perimeter of the Georgia Ports Authority facility. Contractor employees and service providers must adhere to the security measures listed in the *Special Conditions* section. (See Note 7-5).

This shall be a Lump Sum contract.

COMMENCEMENT AND COMPLETION:

WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN 180 CALENDAR DAYS AFTER THE TEN DAY PERIOD.

PIPEMAKERS CANAL TIDE GATE REPLACEMENT

BID SCHEDULE

ITEM NO.	QTY.	TOTAL PRICE
1. Tide Gate replacement, complete, including mobilization, removal of existing gates, acquisition and installation of new gate dewatering maintenance of flow, demolition and or removal unknown on the plans, installation verification by manufacture's representative, and such other work as required to complete the project in accordance with the contract documents.	JOB	\$ _____
2. Field Condition Allowance	JOB	\$ <u>50,000</u>
TOTAL LUMP SUM BID		\$ _____

NAME / TITLE

COMPANY

ADDRESS

PHONE / FAX NO'S.

E-MAIL

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

SPECIAL CONDITIONS SECTION 01600

PART 1 – PROJECT DESCRIPTION

The project is located within the limits of the Georgia Ports Authority facility in Garden City, Georgia. The location of the project work is the existing tide gate structures some 1200' upstream of the junction of Pipemakers Canal within the Savannah River.

The work consists of dewatering operations, removal of the existing sluice gates, frames and lifting mechanisms from the structure, and acquisition and installation of new flap gates and frames, as detailed in the contract documents. Capacity for stormwater drainage in the canal must be partially maintained at all times. (See note 7-1 below)

The work will be completed within the secured perimeter of the Georgia Ports Authority facility. Contractor employees and service providers must adhere to the security measures listed in this section. (See Note 7-5 below).

PART 2 – CONTRACT DOCUMENTS

2.1 Technical Specifications:

- A. 01600 Special Conditions
- B. 02070 Selective Demolition
- C. 11050 Flap Gate

2.2 Drawings:

- 1. Cover
- 2. General Notes and Legend
- 3. Site Plan with Suggested Dewatering Plan
- 4. Existing Gate Structure Demolition Plan and Profile
- 5. Existing Gate Structure Elevation Views
- 6. Existing Gate Structure Structural Details
- 7. Flap Gate Details

PART 3 – PRE-CONSTRUCTION INSPECTIONS

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 the existing tidegate structure, aprons, sidewalls, roadways, driveways, 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 pre-construction video. A typewritten version of the voice narrative shall be provided upon request.

PART 4 – DOCUMENTATION

4.1 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. 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 with the contract documents. Missing or incomplete documentation of delivered materials may be cause for delay/denial of payment.

2. 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 5 – FINE

5.1 Fine

A. **A \$1200 per day fee shall be assessed against the Contractor and withheld from the Contract Price for each and every day between the end of the contract period (including any approved extensions) and issuance of the Notice of Substantial Completion. The full amount of fines will be deducted from the final payment to the contractor.**

PART 6 – ALLOWANCE

6.1 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 7 – SPECIAL REQUIREMENTS OF CONSTRUCTION

1. Pipemakers Canal is a primary drainage outfall for a substantial portion of Chatham County. All flow out of the canal must pass through the tide gate structure. Due to this condition, it is imperative that partial drainage capacity be maintained throughout the construction period. It is also understood that, due to the nature of

the work, not all gates can remain in service at all times. Therefore, a minimum of 2 gates must remain operational at all times.

A suggested construction sequence is included in the plans. Utilizing this and the above requirement, the contractor shall develop his proposed construction sequencing plan. This should be submitted to Chatham County for review and approval prior to implementation.

2. Maintenance of gate functions shall remain with Chatham County Public Works throughout the construction period. The contractor shall not remove or otherwise damage any feature of the gate control and operating system except as indicated in the approved sequencing plan. Any costs associated with damage to the features, or otherwise resulting from same, shall be the responsibility of the contractor.
3. Dewatering of the work area will be a requirement for the gate removal and replacement. Dewatering will be completed in a manner which:
 - a) Allows the process of removing the existing gates and installing the replacement gates to be completed in dry conditions
 - b) Prevents intrusion of tidal flow beyond the downstream side of the tide gate structure
 - c) Does not result in damage to the existing concrete apron, trash screens or sidewalls

A suggested dewatering plan is included in the drawings. The contractor shall develop and submit his proposed dewatering plan, in detail, to Chatham County for review and approval prior to implementation.

4. Canal Water Data: County records on water depth and flow in the canal are available for the sluice gate structure. The normal dry weather water elevation upstream of this structure 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 will be only partially operational, water levels may be different than cited herein.

Downstream water elevations will vary in accordance with the tide conditions in the Savannah River. The low tide elevation is typically in the range of (-)3 to (-)1 MSL. The high tide elevation may range from 4 to 7 MSL.

The estimated flow is 1600 cfs 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. Although the project site is on Chatham County right-of-way, access to the site is through and across the property of the Georgia Ports Authority. The Port is a secure

zone. The following requirements will be understood and adhered to by all Contractor employees, subcontractors and suppliers who will be on the site:

- a) All employees of the contractor and any subcontractors must have a valid Transportation Worker Identification Credential (TWIC Card) issued under the authority of the United States government. All employees must also have a Georgia Ports Authority identification card issued by the Port's police.
- b) The prime contractor and all subcontractors must be registered with GPA. The process of obtaining company registration and individual credentials can be found www.gaports.com/departments/customerservice/credentials.aspx. For the time frame expected for the project, application before December 1, 2014, is recommended.
- c) Suppliers and those delivering goods and materials to the project site must have the same credentials. The contractor shall ensure that those who will perform this function have, or can obtain, the required documents. Access to non-credentialed personnel can be arranged with a visitors pass and fully credentialed escort; this should occur only on a very limited basis.
- d) All costs associated with obtaining credentials will be the responsibility of the Contractor.
- e) The GPA will be listed as an additional insured on the Contractor's insurance certificates.
- f) The project site is separated from the Port facility by a fence with gates. The locks on the gate can only be opened and closed by the Port Police. The gate will be locked at times when there is no police presence, even if there are workers inside. The police must be contacted to return to the site to reopen the gate when additional ingress/egress is necessary.

To provide the most effective and secure access for the contractor, full time Port Police presence will be arranged by Chatham County for days when the contractor will be on site. Unless otherwise notified, the police presence will be in place from 7 am to 6 pm Monday through Friday, beginning on the day the contractor first mobilizes to the site.

The contractor shall be responsible for informing Chatham County of any days when work will not be ongoing, or where the full time police presence will not be needed. This notice shall be provided at least 24 hours in advance of such day or days so that Chatham County can coordinate with the Port Police. Any costs assessed to the Count as a result of inadequate notification by the contractor will become the responsibility of the contractor and will be withheld from funds due under the contract. The approximate cost to Chatham County will be \$60/hour.

- g) The access route to the site is across the Port facility and is under jurisdiction of the Port Police. The Contractor should adhere to all restrictions posted or indicated and any directions given by the Port Police.
 - h) Conditions may dictate a temporary cessation or limitation of access rights. This would be a basis for a contract extension, if documented. The contractor shall make no claims against GPA for costs arising from such action.
 - i) Hot work permits for actions such as welding must be obtained on a daily basis from the Port Police. The Contractor shall be responsible for obtaining the permits before beginning the covered activities.
 - j) The Contractor will be responsible for payment of any fines assessed to GPA as a result of the Contractor's activity. Chatham County will reimburse GPA directly then withhold the amount from funds due to the Contractor.
 - k) Any violation of Port rules/policies will be basis for banning of the Contractor from the facility. If this occurs, Chatham County will be responsible for engaging a qualified contractor to complete the work. The banned contractor shall be responsible for any additional costs to Chatham County resulting from the action.
 - j) GPA has provided a list of Security, Health and Environmental requirements applicable to contractors on Port property. These requirements, along with a contractor compliance checklist and a list of emergency numbers, can be found at the end of this section. The Contractor shall complete his work in full accord with these requirements unless a waiver is granted by GPA. Written confirmation of this shall be provided to Chatham County.
 - k) Access to the site will be through Gate 5 to the Cross Terminal Road, then south to the Pipemakers Canal, then on facility roads along either side of the canal to the site (schematic representation is included at the end of this section). The contractor and his forces shall not enter into other parts of the Port facility without authorization.
6. 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 tests which indicate failure to meet requirements and necessitate retests.
7. All materials removed (gates, gate operators, frames) should be salvaged by the Contractor and stored on the site per the direction of Chatham County.

8. Any damage to the tide gate structure resulting from the Contractor's operations shall be repaired at the expense of the Contractor. Chatham County will be the sole determinant of the extent of required repairs and the acceptability of the Contractor's efforts.
9. The Contractor shall comply with all local, state and federal regulations as they pertain to construction activities (erosion control, etc.).
10. All efforts have been made to identify every underground and above ground utility, however, the contractor has the ultimate obligation to proceed with caution when a suspected utility line is present in the excavation. Any lines, which are not shown to be abandoned, shall be repaired immediately if broken during construction.
11. Work hours shall be limited to 7:00 am to 6:00 pm Monday through Friday and shall exclude weekends and holidays unless otherwise approved by Chatham County.
12. **The Contractor shall obtain an Encroachment permit from the Department of Public Works prior to any work within County 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.
13. A detailed construction schedule for the project shall be provided to and approved by Chatham County prior to beginning demolition or construction.
14. The operation and maintenance manual for the existing gate system will be made available to bidders for review. A copy will be provided to the selected contractor for use during the construction period.
15. The following submittals are required on the project. These are to be reviewed and approved by Chatham County Engineering Department prior to use:
 - Flap gate shop drawings
 - Construction schedule
 - Construction sequencing plan
 - Dewatering plan
16. Six copies of an operation and maintenance manual for the replacement gate shall be submitted at final closeout.

PART 8 – PAYMENT

8.1 Payment

- A. All items of work required to complete this project in accordance with the contract documents, exclusive of items covered by the field condition allowance, shall be included in the lump sum price bid for the Tide Gate Replacement, complete. This includes work specifically shown as well as actions which would reasonably be expected to be associated with such work. This scope of work includes, but is not specifically limited to: mobilization, dewatering and maintenance of flow, removal of existing sluice gates and appurtenances, installation of new flap gates, and installation/operation verification by manufacturer's representatives.

PART 9 – PRE-BID CONFERENCE AND SITE VISIT

All perspective bidders are required to attend a MANDATORY Pre-Bid meeting and mandatory site visit. No bid will be accepted from a contractor who does not attend the pre-bid meeting and the site visit.

The MANDATORY Pre-Bid meeting will be held on **September 12, 2014 at 2:00 PM** at GPA Annex 2 Auditorium located at 100 main street (S.R. 25) in Garden City, Georgia. Details of the site visit will be provided at this meeting. It is anticipated that the site visit will occur immediately after the meeting with transportation and escort provided by GPA.

SECTION 11050
FLAP GATES

PART 1 – GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including Special Conditions apply to work of this section.

SUMMARY DESCRIPTION OF WORK:

Summary: Furnish six (6) 12' wide by 11' high flap gates. Gates shall be installed at the Pipemakers Canal Gate structure. Gate frame will be aluminum, wall mounted with flush bottom invert. The flap gate hardware and accessories will be of aluminum or stainless steel. The gate flap will be constructed of aluminum material that is corrosive resistant to the marine environment in which the system will operate.

Drawings showing dimensions and essential details required to locate and install the gate, and accessories shall be submitted for the engineer's approval. The equipment shall be of the latest design and shall be fabricated of materials and in a fashion, which will fully perform the functions described below. The equipment shall be suitable for installation in the storm water flow channels as shown on the drawings. The manufacturer shall have furnished equipment of similar size and application for a minimum of five (5) years. Manufacturers must provide examples of similar units being successfully employed under similar conditions for at least five (5) years. Manufacturers may be disqualified from the bidding process if examples of previous gate installation are not provided, or the gates have not performed satisfactorily.

The six flap gates and all other items in this section shall be furnished by one of the following manufacturers.

Golden Harvest, Inc. ph.: 1-770-448-9336 (telephone number for Kesco which is Golden Harvest distributor for Georgia)

Waterman Industries, Inc. ph.: 1-559-562-8653

Design Head and Operation:

1. Six (6) flap gates shall be designed for a minimum possible seating head (Downstream Pressure) of 2 ft. Flap gates shall open when there is a minimum differential of 2" across the flap. All design heads are measured from the invert of the gate.

The six flap gates will control the release of storm water from the Pipemakers Canal draining into the Savannah River with a mean high tide of 3.59 ft. and a mean low tide of

(-)4.41 ft., NGVD 1988.

QUALITY ASSURANCE

Shop Assembly: Pre-assemble items in the shop to the greatest extent possible to minimize field assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark each unit for reassemble and coordinate installation.

Codes and Standards: Comply with the latest edition of all AWWA, AISC, AWS and ASTM codes, specifications and standards which apply to the materials, handling and fabrication of the flap gates here specified.

Warranty: The manufacturer shall unconditionally warrant the equipment supplied for five (5) years from defects in workmanship and materials. All warranties shall be in writing. Warranty period shall begin on date of installation and approval of test report. All warranties shall be between the Owner and the Gate Supplier.

SUBMITTALS:

Experience: Provide a list of similar units, which have been in operation in similar applications for the last five (5) years. List must include address of contact person, phone number and name. Experience must be submitted with bid.

Shop Drawings: Submit shop drawings stamped with manufacturers name and statement of compliance with specifications. Shop drawings shall contain sufficient data to show material, sizes, locations, elevations and assembly. Drawings shall also show relationships to support structure and other units. Shop drawings shall include a parts list of all items that will be provided with the flap gates.

Operation and Maintenance Manuals: Furnish O&M manuals that include installation, fabrication, parts list, maintenance, operation and warranty information in a bound manual.

Installation and Test Report: Provide manufacturers written report (3 copies) stating the flap gates have been properly installed (by others) and are ready for operation. Provide a test report from the factory stating that the flap gates have been factory tested for operation, leakage, and meet or exceed all AWWA leakage requirements. The test report shall also state that the gates are ready for installation.

PART II - PRODUCTS:

Body: The body shall be aluminum alloy 6061 T-6 that conforms to ASTM B-211 and shall contain resilient neoprene seats for watertight closure. Seals shall be easily adjustable and field replaceable. The body shall be tapered to provide a minimum 4-degree seating angle for positive closure. The body shall contain a flange for flatback mounting to a concrete head wall with stainless steel anchor bolts. The maximum width of the body frame shall not exceed 13.5 ft. in width. The maximum height of the body frame shall not exceed 11.79 ft. in height.

Cover: The cover shall be aluminum alloy 6061 T-6 that conforms to ASTM B-211.

Minimum thickness shall be .375". Deflection shall be less than 1/1000 of the span of the cover when under a maximum head of 13.5 feet. The cover shall be adequately reinforced with structural aluminum shapes. The structural aluminum shapes shall be welded to the cover and be sized and spaced for the head requirements specified. The cover shall have lifting eye(s) for manual lifting.

Hinge Arms and Pivot Lugs: Hinge arms and pivot lugs shall be type 316 stainless steel. Each hinge arm shall have two pivot points, an adjustable lower pivot with limited rotation and an upper adjustable pivot lug to adjust flap gate sensitivity. Pivot lugs shall have double bosses to place the top type 316 stainless steel hinge bolts in double shear when they are assembled through the link. The lugs shall be adjustable in the horizontal plane without removal of the cover from the gate links. The adjustment shall allow the top pivot point to be moved toward the gate seat for reduced sensitivity of the cover, or moved away from the gate seat to provide opening with minimum differential head. Two type 316 stainless steel studs shall be used to connect each pivot lug to the gate seat. Hinge pins shall be type 316 stainless steel. Hinge bushings shall be 316 stainless steel. Flap gates shall open when there is a minimum differential pressure across the flap of 2". The hinge system shall be designed to limit the double hinge action, preventing the cover from rotating sufficiently to become wedged in the open position.

Hardware: Assembly hardware, anchor bolts, hinge pins, adjusting studs, pivot lugs, hinge arms and hinge studs shall be ASTM A-276 type 316 stainless steel. Anchor bolt centers are to be designed to withstand the load of the entire flap gate assembly. Anchor bolt size and spacing is to be determined by the manufacturer and verified by the contractor. The anchor bolts shall be spaced to avoid conflict with the reinforcing in the walls of the flap gate structure and any fasteners from the existing sluice gates. Body, cover and retainers shall be aluminum alloy 6061 T-6. Pivot bushings shall be 316 stainless steel.

Corrosion Protection: Corrosion Protection shall be as follows:

1. All aluminum surfaces in contact with concrete or grout shall be coated with bituminastic paint or other acceptable coating as determined by the gate manufacturer. The applied thickness of the coating shall be in accordance with the recommendations of the gate manufacturer. The bituminastic paint or any other coatings shall be suitable for the applications described in this section.
2. All anchor bolts shall be provided with plastic isolators (washers, sleeves, etc.) to prevent contact between the anchor bolts and aluminum surfaces. The size, type and location of all plastic isolators shall be determined by the gate manufacturer.

PART III - EXECUTION

Factory Assembly and Field Testing: The flap gate shall be factory assembled and tested for leakage before being shipped. The gate flap will be fully opened and closed to insure that it operates freely. Units shall be shipped assembled for erection by the contractor, unless shipping limitations or special installation requirements dictate otherwise. If knocked down, equipment shall be shipped in the minimum practical number of pieces for field assembly by the contractor.

Upon delivery of equipment and prior to acceptance by the owner, a manufacturer's representative shall inspect each gate unit for damage, inventory all items for completeness, and certify that the equipment has not been damaged during shipping. A list of all parts shall be furnished. This shall be done in writing.

The gate manufacturer shall provide a qualified service engineer to inspect the completed installations and make adjustments for alignment, lubrication, free operation and proper control, and to instruct the Owners Personnel in the proper operation and maintenance of the units. A total of three (3) days shall be provided with at least one (1) day devoted to start up training requirements, which shall include both classroom and field training. Maintenance instructions for each type of equipment shall be supplied to the Owner.

Upon completion of the installation and after the equipment has been operated sufficiently to make all necessary adjustments dry and wet tests shall be run under the supervision of the Owner. Operation of all controls shall be demonstrated to the satisfaction of the Owner.

Spare Parts: Provide one set of spare parts for the flap gates. The spare part set shall consist of two hinge arms and pivot lugs with all required appurtenances (fasteners, bushings, etc.). All spare parts shall be of the same manufacturer and specifications as the originally supplied gate.

END OF SECTION

SECTION 02070
SELECTIVE DEMOLITION

PART I - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including Special Conditions apply to work of this section.

DESCRIPTION OF WORK:

Extent of selective demolition work is indicated on drawings.

Types of Selective Demolition Work: Demolition requires the selective removal and subsequent on-site storage or off-site disposal of the following:

Removal of miscellaneous items indicated on plans.

SUBMITTALS:

Schedule: Submit schedule indicating proposed methods and sequence of operations for selective demolition work to the Engineer for review prior to commencement of work.

JOB CONDITIONS:

Demolition and Removal: Items indicated to be removed and transported shall be taken to a location designated by the owner.

Storage or sale of removed items on-site will not be permitted.

Protections: Provide temporary barricades and other forms of protection as required to protect personnel from injury due to selective demolition work.

Provide interior and exterior shoring, bracing or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain.

Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.

Remove protections at completion of work.

Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

Explosives: Use of explosives will not be permitted.

PART II – PRODUCTS: (Not Applicable).

PART III - EXECUTION

INSPECTION: Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph and video existing conditions of structures equipment or surrounding properties which could be misconstrued as damage resulting from selective work; file with the Engineer prior to starting work.

PREPARATION:

Cease operations and notify Engineer immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.

DEMOLITION:

Perform selective demolition work in systematic manner. Use such methods as required to complete work indicated on drawings in accordance with demolition schedule and governing regulations.

Promptly remove debris to avoid imposing excessive loads on supporting structure.

Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.

If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit a report to the Engineer in written, accurate detail. Pending receipt of directive from the Engineer, rearrange selective demolition schedule as necessary to continue overall job progress without delay.

SALVAGE MATERIALS:

Salvage Items: Where indicated on Drawings, carefully remove indicated items, clean, store and turn over to Owner.

Carefully remove, clean and deliver to Owner the following items:

- Sluice gates (frame, motor, actuator)
- Sluice gate controller
- Lights
- Electrical boxes

DISPOSAL OF DEMOLISHED MATERIALS:

Remove debris, rubbish and other materials resulting from demolition operations from the project site immediately. Transport and legally dispose of materials off site.

If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

Burning of removed materials is not permitted on project site.

CLEAN-UP AND REPAIR:

Upon completion of demolition work, remove tools, equipment and demolished materials from site.

Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selection demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION



CONTRACTOR

SECURITY, SAFETY, HEALTH, AND ENVIRONMENTAL REQUIREMENTS

The Contractor shall fully comply with all applicable security, safety, health and environmental requirements now in force and as amended from time to time while upon any restricted area and/or operational area owned by the GPA. Failure to comply may result in termination of the contract and removal of the Contractor.

The term restricted area and/or operational area shall be defined as any area inside any GPA gate and on any GPA terminal not totally under the control of the Contractor. The term "Contractor" as used throughout this document shall be defined to be the person or firm under contract with Georgia Ports Authority and all of its employees, agents, subcontractors and on site vendors.

1. Contractor is responsible for the safety and health of its employees, agents, subcontractors and on site vendors.
2. Contractor shall fully comply with all applicable local, state and/or federal rules, regulations, codes, ordinances, and/or laws including, but not limited to, any applicable environmental, OSHA, U.S. Coast Guard, NFPA, MTSA and ANSI Standards.
3. All cars, trucks, mobile equipment and other construction vehicles shall have an operating "amber" flashing light mounted on top of the vehicle or, must use the vehicles emergency flashers while traveling upon GPA property.
4. Contractor shall notify the GPA Port Police Department and the appropriate regulatory agencies immediately of any and all spills of a hazardous substance. The Contractor shall be responsible for all costs incurred in relation to any release, cleanup and/or disposal of a hazardous substance.
5. Hard hats shall be properly worn by all contractor personnel when under any crane and/or as required by applicable code.
6. Footwear (steel toe safety shoes) suitable for use in construction environments shall be properly worn by all contractor personnel while on GPA property. Electrical workers are required to wear ANSI type "EH" shoe.
7. High visibility safety vests shall be properly worn by all personnel in all high traffic areas including, but not limited to, roadways, container and/or cargo storage areas, work areas, docks, and warehouses.
8. Contractor shall ensure that all work areas are properly barricaded and/or guarded.
9. All accidents, injuries, fires or any incident requiring emergency response must be reported immediately to the GPA Police Department (GPAPD) at 912-964-3911.
10. Contractors shall comply with all GPA Access Control / Credentialing requirements.
11. Contractors are required to provide local 24/7 emergency contact information and an authorized signature list to the GPAPD prior to commencement of work.
12. Contractor shall report any suspicious activity to GPAPD immediately
13. Contractors shall not enter into any area on GPA property other than as required to complete contractual obligations.

**To report safety concerns, contact the GPA Risk Management
Department at 912-966-3612 or e-mail us at: safety@gaports.com**



CONTRACTORS COMPLIANCE CHECKLIST

Items listed below are minimum requirements each contractor shall comply with when working within any restricted and/or operational area of the GPA. The Contractor shall fully comply with all applicable local, state and/or federal rules, regulations, codes, ordinances, and/or laws including, but not limited to any applicable environmental, OSHA, U.S. Coast Guard NFPA and ANSI Standards. Each Contractor is solely responsible for the safety and health of its employees, agents, subcontractors and on site vendors. Failure to comply with requirements herein may result in termination of the contract and removal of the Contractor.

PERSONAL PROTECTIVE EQUIPMENT:

- ☐ Hard hats shall be worn under cranes and/or as required by applicable code.
- ☐ Steel toe shoes shall be worn in all work areas; type "EH" shall be worn while conducting any electrical maintenance.
- ☐ High visibility safety vest shall be worn in all work areas
- ☐ Life vest shall be worn in areas required by the Coast Guard.

SAFETY AND HEALTH:

- ☐ Vehicles shall have an amber flashing light installed and working on the top of the vehicle or use vehicle flashers when traveling.
- ☐ Work areas shall be properly barricaded.
- ☐ Contractor shall have a hurricane preparedness plan.
- ☐ Chemical spills regardless of size shall be reported to the GPAPD at 912-964-3911.

FIRE PROTECTION:

- ☐ Smoking is prohibited in designated areas per USCG and GPA regulations.
- ☐ Welding and burning shall comply with USCG requirements. Contact GPAPD at 912.964.3925 (phone) or 912.966.3630 (fax) for required permit.

SECURITY

- ☐ Contractor shall comply with all GPA Access Control / Credentialing requirements.
- ☐ Contractor shall provide local 24/7 emergency contact information and an authorized signature list to the GPAPD prior to commencement of work.
- ☐ Contractor shall report any suspicious activity to the GPAPD immediately at 912-964-3911.
- ☐ Contractors shall not enter into any area on GPA property other than as required to complete contractual obligations.
- ☐ All accidents, injuries, fires or any incident requiring emergency response must be reported immediately to the GPAPD at 912-964-3911.

For the purposes of this policy, the term restricted area and/or operational area shall be defined as any area inside any GPA gate and on any GPA terminal not totally under the control of the Contractor.

GEORGIA PORTS AUTHORITY EMERGENCY NUMBERS

Garden City Terminal	
Port Police, Emergencies Only	912/964-3911
Port Police, non-emergency	912/964-3811
Risk Management	912/966-3612
Maintenance On call	912/964-3831
Maintenance	912/965-2392
Oliver Himbert, Maintenance General Manager	912/964-3957
Chris Driggers, Manager Facilities / Hazardous Materials Manager	912/964-3810
Ocean Terminal	
Port Police, Duty Sergeant	912/651-2459/2021
Mayors Point	
Port Police	912/261-3985
Maintenance	912/261-3911
CIBF	
Port Police	912/262-3280
Maintenance	912/262-3306
Bainbridge	
Kenny Slater, Terminal Manager	229/248-2902
Hospitals	
Savannah,	
St. Josephs	912/925-4100
Candler	912/692-6000
Memorial	912/350-8000
Brunswick,	
South Eastern Georgia Health System	912/466-7000
Bainbridge,	
Memorial Medical Center	229/246-3500

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

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We), _____
Name
_____, _____
Title Name of Bidder

(herein after Company) in consideration of the privilege to bid/or propose on the following
Chatham County project procurement PIPEMAKERS CANAL TIDE GATE
REPLACEMENT 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 _____

20__ by _____ representing him/herself to be

_____ of the company named herein.

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 CHATHAM COUNTY 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 _____ (name of contractor) on behalf of CHATHAM COUNTY 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor 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 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 voluntarily 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 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

**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 Combined _____%

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

Signature _____ Print _____

Phone () _____

Fax () _____

ATTACHMENT G

*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 Chatham County 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:

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 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 Daniel Dodd-Ramirez at (912) 232-6747.

REFERENCE FORM

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

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

REFERENCE FORM

REFERENCES - \$499,999 or more: 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

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

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- a. Project Name: _____
 Location: _____
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 Address: _____
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 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.

REFERENCE FORM

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- 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.

REFERENCE FORM

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

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

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 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 ALL 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](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 STATE OF GEORGIA GENERAL CONTRACTORS LICENSE.**

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

LEGAL NOTICE

CC NO. 165936

Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **SEPTEMBER 25, 2014** 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 : 14-0098-4 PIPEMAKERS CANAL TIDE GATE REPLACEMENT**

MANDATORY PRE-BID CONFERENCE: Conference will be held **ON-SITE at the Georgia Ports Authority Annex 2 Auditorium located at 100 Main Street (S.R. 25) in Garden City, Georgia The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia** on **SEPTEMBER 12, 2014, at 2:00 P.M.** Your firm must be represented at the conference to be allowed to submit a bid.

Plans are available and must be purchased from Clayton Digital Reprographics (CDR) located at 1101 Chatham Parkway, Suite A2, Garden City, Georgia, 31408. CDR phone: 912-447-5445, fax 912-233-7020, e-mail: cdwest@cdrepro.com

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

For any additional questions regarding this bid , please contact Robert Marshall, Senior Procurement Specialist, at 912-790-1622.or rmarshall@chathamcounty.org

Bid Bond is 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: Aug, 27 Sep. 8, 2014

Please send affidavit to:

Chatham County Purchasing & Contracting Department

1117 Eisenhower Drive, Suite C

Savannah, Georgia 31406

(912) 790-1622