INVITATION TO BID

BID NO. 14-0008-4

SR 307 / DEAN FOREST ROAD WIDENING – PHASE II PRE-BID CONFERENCE: 2:00PM, FEBRUARY 5, 2014

BID OPENING: 2:00PM, FEBRUARY 19, 2014

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER JAMES J. HOLMES

COMMISSIONER LORI L. BRADY

COMMISSIONER TONY CENTER

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

DOCUMENT CHECK LIST

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

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

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

| CURRENT TAX CERTIFICATE NUMBER | |
|---|----------------|
| CITYCOUNTY | |
| OTHER | |
| The Chatham County of Commissioners have established goals to increase participation minority and woman owned businesses. In order to accurately document participation businesses submitting bids or proposals are encouraged to report ownership status. minority or woman owned business is defined as a business with at least 51% ownership one or more minority/female individuals and whose daily business operations are managand directed by one (1) or more of the minority/female owners. Please check ownersh status as applicable: | on, A by |
| African-American Asian American Hispanic | |
| Native American or Alaskan Indîan Woman | |
| In the award of "Competitive Sealed Proposals", minority/female participation may be 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 docume and acknowledges that his/her failure to return each, completed and signed as required, may cause for disqualifying his/her bid. | |
| BY: | |
| DATE | |
| SIGNATURE | |
| TITLE: | |
| | |

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

Date: January 17, 2014

BID NO. 14-0008-4

GENERAL INFORMATION FOR INVITATION FOR BID

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Agent, at <u>The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM local time, FEBRUARY 19, 2014, at which time they will be opened and publicly read. The County reserves the right to reject <u>all</u> bids that are non-responsive or not responsible.</u>

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

A <u>Pre-bid Conference</u> has been scheduled to be conducted at <u>The Chatham County Citizens</u> <u>Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, on FEBRUARY 5, 2014, at 2:00PM.</u>, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. You are encouraged to attend.

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

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

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

INSTRUCTIONS TO BIDDERS

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

1.2 How to Prepare Bids: All bids shall be:

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

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

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

- a. An original and <u>duplicate</u> copy must be submitted in a sealed opaque envelope, plainly marked with the bid number and title, date and time of bid opening, and company name.
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.
 - 1. Mailing Address: Chatham County Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.
 - 2. Hand Delivery: Purchasing Agent, Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.

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

- 1.4 **How to Submit an Objection:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:
 - a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.

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

ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.

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

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

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

- Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Agent.
- 1.16 **Payment of Taxes**: No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.
- 1.17 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of Residential and General Contractors by 1 July 2008:
 - *Residential Basic Contractor (Contractor work relative to detached one-family and two-family residences and one-family townhouses not over three stories in height).
 - *Residential Light Commercial Contractor (Contractor work or activity related to multifamily and multiuse light commercial buildings and structures).
 - *General Contractor (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

See "Checklist for Submitting Bid" for the type of license required for this project.

1.18 **Immigration:** On 1 July, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. 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 <u>sixty (60)</u> days from bid opening date, unless otherwise stated in the bid.
- 2.5 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.6 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the

respective trades, crafts and of the skills employed.

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

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

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

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

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

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

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

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

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

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

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

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

2.16.3 Special Requirements:

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

specifically stated on the Certificate of Insurance.

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

2.16.4 Additional Coverage for Specific Procurement Projects:

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

Minimum Limits:
Coverage Requirement:

\$1 million per claim/occurrence

If claims-made, retroactive date must precede or coincide with the contract effective date or

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

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

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

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

- 2.21 **Owner's Rights Concerning Award:** The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:
 - a. Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
 - b. Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
 - c. Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
 - d. Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations; and
 - e. Whether the bidder has made a Good Faith Effort to meet local participation goals for local economic impact for Disadvantaged Business Enterprises and Small Business Enterprises.

2.22 Owner's Right to Negotiate with the Lowest Bidder:

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

2.23 Debarred or Suspended Subcontractors.

CONTRACTOR shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System

(EPLS) at https://www.epls.gov or the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with the County or other government entities. Contractor shall immediately notify County in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

2.24 Cone of Silence:

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

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

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

- c. A Minority/Female Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.
- 2.26 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBEs. Bidders or proposers are required to state if they intend to

subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered <u>nonresponsive</u>.

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

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

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

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

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

- 2.28 **GEORGIA TRADE SECRET ACT of 1990** In the event a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a Trade Secret. The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.29 **CONTRACTOR RECORDS** -The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up three (3) years following completion.

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: The awarded bid amount and project start date. b. 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,

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

2.30

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

the court in which the case was filed and the details of its resolution.

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

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

ADDITIONAL CONDITIONS

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

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

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

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

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

The CONTRACTOR may submit a final invoice to the County for the remaining retainage upon COUNTY'S acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by the COUNTY to the

CONTRACTOR when work has been fully completed and the contract fully performed, except for the responsibilities of the CONTRACTOR which survive final payment. The making of final payment shall constitute a waiver of all claims by Chatham County except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the COUNTY as unsettled at the time of final application

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

| 3.3 SUF | RETY R | EQUIREMENTS 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 | В. | 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. |
| <u>X</u> | D. | Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or surities for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract. |
| X | E. | Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount. |

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 BY | day of | 20 |
|------------|------------|----------|
| D1 | SIGNAT | JRE |
| | TITLE | |
| | COMPA | NY |
| <u>,</u> | Phone / Fa | ax No's. |

SPECIAL CONDITIONS PROJECT: SR 307/ DEAN FOREST ROAD WIDENING PHASE 2 FROM U.S. 17/ OGEECHEE RD 0.6 MILES NORTH

1. DESCRIPTION OF WORK:

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

The widening of 0.6 miles of State Route 307/ Dean Forest Road from U.S. 17/ Ogeechee Road north including widening and reconstruction of the existing two lanes to a four lane divided highway and traffic signal upgrade at the intersection of S.R. 307 and U.S. 17.

Construction plans for the project are provided separately and are considered part of these contract documents.

All work under this contract shall be done in accordance with the Georgia Department of Transportation (GDOT) Standard Specifications 2013 Edition. All work shall be in accordance with the following Shelf Special Provisions which are available on the GDOT website at www.dot.ga.gov/DoingBusiness/TheSource : 150 Traffic Control, 161 Control of Soil Erosion and Sedimentation, and 828 Hot Mix Asphaltic Concrete Mixtures. The following attached Special Provisions shall also apply: Prompt Payment, Inlet Structure Filters, 208 Embankment, 209 Subgrade, 881 Fabrics.

Contract administration will be performed by Chatham County and inspection will be performed by County and GDOT personnel. Testing will be performed by GDOT. The owner for this project is Chatham County, under permit by GDOT. All work must be accepted by GDOT prior to final acceptance by the County.

The prime contractor shall be prequalified by GDOT at the time of bid opening. All subcontractors must be GDOT qualified/ registered prior to performing any work on the project. All subcontractors must be listed in the bid package or approved by the County in writing prior to work on the project.

All materials used in the process of completion of the work included in the contract will be furnished from GDOT certified suppliers only as per the GDOT Qualified Products List available on the website www.dot.ga.gov/doingbusiness/materials/QPL.

It is the responsibility of the bidder to carefully examine and fully understand the construction contract, plans and other documents hereto attached and make a personal examination of the site of the proposed work, and has satisfied him or herself as to the actual conditions and requirements of the work.

The bidder further agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the contract documents but which are incidental to the scope, intent, and completion of the contract, shall be deemed to have

been included in the prices bid for the various items scheduled.

- 2. <u>COMMENCEMENT AND COMPLETION</u>: The Contractor shall agree to commence work under this contract within ten (10) working days after the Notice to Proceed is issued, and complete all work within <u>270</u> calendar days after the 10-day period. The Contractor shall work continuously on the project after the Notice to Proceed is issued.
- 3. <u>MAINTENANCE</u>: Once the Notice to Proceed is issued, the Contractor is held responsible for all maintenance within the entire right of way and construction easements between the beginning and ending limits of the project, without exception until final acceptance by the County.
- 4. <u>LIQUIDATED DAMAGES</u>: Failure to complete all work within the <u>270</u> calendar days plus any extension authorized in writing by the County Engineer shall entitle the County to deduct as "Liquidated Damages" from the monies due the Contractor the amount of \$500 for each calendar day in excess of the authorized construction time. The GDOT schedule for liquidated damages will not be used.
- 5. <u>CONSTRUCTION SCHEDULE:</u> The Contractor shall provide a detailed Progress Schedule showing the critical path for project completion which must be approved prior to commencement of work on the project.
- 6. <u>PAYMENT:</u> Quantities are approximate and payment shall be made for actual measurements of work in place as per the plans. Any quantities exceeding the contract amount must be approved in writing by the County Engineer prior to the work being performed. Payment will not be made for additional quantities without prior, written approval.
- 7. <u>PRE-CONSTRUCTION CONFERENCE:</u> The Contractor shall attend a pre-construction conference prior to commencing any work.
- 8. <u>GRADED AGGREGATE BASE</u>: The graded aggregate base will be granite only.
- 9. <u>STORM DRAIN PIPE</u>: All storm drain pipe shall be reinforced concrete pipe stamped by a Certified Pipe Technician.
- 10. <u>BITUMINOUS TACK</u>: Only Asphalt Cement, performance grade PG 58-22, PG 64-22 or PG 67-22 will be allowed. Emulsified asphalt shall not be used.
- 11. <u>INCIDENTAL ITEMS:</u> The cost associated with any incidental items of construction in which no specific pay items are set up for shall be included in the overall cost of the project.
- 12. <u>PRECONSTRUCTION INSPECTION:</u> A preconstruction DVD video or CD of photographs is required and must be submitted to Chatham County Department of Engineering for approval prior to the start of work. Documentation shall include the existing conditions of the entire roadway and right of way. Special emphasis shall be given to record the existing conditions of any

and all driveways, buildings, bridges, utilities or other improvements located within 50 feet of the project limits.

- 13. TRAFFIC CONTROL: The project will be open to traffic at all times. Traffic safety is paramount. The Contractor shall be responsible for all activities and devices pertaining to traffic control in accordance with the Manual on Uniform Traffic Control Devices and GDOT Special Provision 150, standards and details. A traffic control plan shall be submitted for approval prior to beginning work on the project. All lane closures must have prior approval. All costs associated with this work shall be included in the lump sum bid price for traffic control.
- 14. <u>WORK HOURS</u>: Contractor work hours shall be restricted to the daylight hours on weekdays unless specifically approved otherwise at least 48 hours in advance.
- 15. <u>EXISTING SILT FENCE</u>: The existing silt fence from station 50+20 to 64+75 Right and station 64+00 to 82+00 Left shall be maintained as required and removed after permanent grass is established as per specifications and contract prices for type C silt fence.
- 16. <u>COOPERATION BETWEEN CONTRACTORS</u>: Phase 1 Construction is not yet complete. The project boundaries overlap. Work schedules may also overlap. The Contractor is expected to coordinate work with McLendon Enterprises, Inc. as necessary. No additional contract time will be given due to scheduling issues.
- 17. <u>MAILBOXES</u>: Mailboxes shall be relocated as required for construction. This work will be included in the bid price for grading complete and will not be measured separately for payment.
- 18. <u>MESSAGE BOARDS</u>: Three message boards will be required for one week prior and one week after any major traffic shifts including those for stage construction. The cost for this work shall be included in the bid price for traffic control.
- 19. <u>CLASS B PAVEMENT</u>: The pay item for Class B Concrete Base or Pavement Widening shall be understood to be for those areas where there is a gap between the existing pavement and the proposed curb and gutter. The cost for class B concrete to replace pavement that is over-excavated for installation of curb and gutter shall be included in the bid price for curb and gutter.
- 20. <u>NARROW SECTION</u>: There is a narrow area of widening between station 57+50 and 64+00. No class B concrete pavement widening will be allowed in this area. The Contractor is to determine the best method to construct this section and submit a plan to the County for review and approval. Graded aggregate base, 10 inch, may be added as a pay item under the curb and gutter to facilitate construction in this area. Payment will be as per plans, specifications and contract pay items. No additional compensation will be made for special methods or equipment as needed to complete this work.
- 21. TRANSITION AREA: The roadway between station 63+85 and 77+75 has not been

surveyed since before phase 1 construction. Paving in this area was completed according to the phase 1 plans with the exception of topping asphalt. The Contractor is responsible for surveying pavement grades and providing a best fit plan prior to construction as per the specifications.

- 22. <u>TOPPING ASPHALT:</u> The section between station 77+70 and 82+00 has been paved with topping asphalt that is to remain. The Contractor shall take precautions to avoid damage to the existing pavement. Corrective work will be at the Contractors expense.
- 23. <u>STRIPING REMOVAL</u>: Striping between station 77+70 to 82+00 is currently temporary paint and must be eradicated by water blasting or other approved method that will not damage the topping asphalt in this area. The cost for this work shall be included in the bid price for removal of existing traffic stripe, 4 inch. Eradication of striping in other areas for staging shall be included in the bid price for traffic control.
- 24. <u>GUARDRAIL OPENING:</u> An opening must be made in the guardrail for a driveway at Sta. 89+65 Right, which is outside the project limits. A plan sheet to show the location is included in this package. This work shall be completed with temporary traffic control as required and as per Std. 4022a including a type 1 anchor, type 12 anchor and a pre-curved section of w-beam. The existing guardrail is 27 inch height. Added sections of guardrail and anchors must installed at 27 inch height. All costs associated with this work shall be included in the bid prices for 31 inch guardail and anchors.
- 25. <u>STATION NUMBERS</u>: Station numbers shall be staked or painted every 100 feet where clearly visible and maintained for the duration of the project.
- 26. <u>SOIL SURVEY</u>: Portions of the Soil Survey completed in 2009 and revised in 2011 are included for information only. Removal of unsuitable material, installation of fabric and placement of surcharge noted in the summary were completed in previous projects. Fill material placed between station 50+20 and 64+50 right below subgrade is AASHTO Class II B-3 or better. The Surcharge to be removed is unclassified material.

CHATHAM COUNTY, GEORGIA SURETY REQUIREMENTS

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

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

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

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

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

| COMPANY | DATE |
|------------------|-------------|
| SIGNATURE | TITLE |
| TELEPHONE NUMBER | |

PROPOSAL

SPECIFICATIONS FOR:

BID NO. 14-0008-4

SR 307 / DEAN FOREST ROAD WIDENING - PHASE II

The work will consist of furnishing all materials, labor and equipment for the widening of 0.6 miles of State Route 307 / Dean Forest Road from US 17 / Ogeechee Road north including widening and reconstruction of the existing two lanes to a four lane divided highway and traffic signal upgrade at the intersection of SR 307 and US 17 in Chatham County, Georgia.

All work under this contract shall be done in accordance with the **Georgia Department of Transportation Standard Specifications, 2013 Edition.** All work shall be in accordance with the following Shelf Special Provisions which are available on the GDOT website at www.dot.ga.gov/DoingBusiness/TheSource: 150 Traffic Control, 161 Control of Soil Erosion and Sedimentation, and 828 Hot Mix Asphaltic Concrete Mixtures. The following attached Special Provisions shall also apply: Prompt Payment, Inlet Structure Filters, 208 Embankment, 209 Subgrade and 881 Fabrics.

The prime contractor shall be pre-qualified by GDOT at the time of Bid Opening. All subcontractors must be GDOT qualified/registered prior to performing any work on the project. All subcontractors must be listed in the bid package or approved by the County in writing prior to work on the project.

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

COMMENCEMENT AND COMPLETION:

WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN $\underline{270}$ CALENDAR DAYS AFTER THE TEN DAY PERIOD.

SR 307/DEAN FOREST ROAD WIDENING PHASE 2 BID SHEET

| Item | Code | Description | Unit | Quantity | Unit Price | Total |
|------|------|---|------|----------|------------|-------|
| 150 | 1000 | Traffic Control | LS | 1 | | |
| 163 | 0232 | Temporary Grassing | AC | 6 | | |
| 163 | 0240 | Mulch | TN | 25 | | |
| 163 | 0300 | Construct and Remove Construction Exit | EA | 1 | | : |
| 163 | 0520 | Construct and Remove Temp Pipe Slope Drain | LF | 200 | | |
| 163 | 0528 | Construct and Remove Fabric Check Dams | LF | 280 | | |
| 163 | 0550 | Construct and Remove Inlet Sediment Trap | EΑ | 6 | | |
| 163 | 0999 | Construct and Remove Inlet Structure Filter | EA | 6 | | |
| 165 | 0010 | Maintenance of Temporary Silt Fence, Type A | LF | 150 | | |
| 165 | 0020 | Maintenance of Temporary Silt Fence, Type B | LF | 100 | | |
| 165 | 0030 | Maintenance of Temporary Silt Fence, Type C | LF | 3,450 | | |
| 165 | 0041 | Maintenance of Check Dams | LF | 280 | | |
| 165 | 0101 | Maintenance of Construction Exits | EA | 1 | | |
| 165 | 0105 | Maintenance of Inlet Sediment Trap | EA | 6 | | |
| 165 | 0999 | Maintenance of Inlet Structure Filter | EA | 6 | | |
| 167 | 1000 | Water Quality Monitoring and Sampling | EA | 2 | | |
| 167 | 1500 | Water Quality Inspections | МО | 9 | | |
| 170 | 1000 | Floating Silt Rentention Barrier | LF | 100 | | |
| 171 | 0010 | Temporary Silt Fence, Type A | LF | 300 | | |
| 171 | 0020 | Temporary Silt Fence, Type B | LF | 200 | | |
| 171 | 0030 | Temporary Silt Fence, Type C | LF | 5,400 | | |
| 207 | 0203 | Foundation Backfill Material, Type 2 | CY | 40 | · | |
| 210 | 0100 | Grading Complete | LS | 1 | | |
| 310 | 5060 | Graded Aggregate Base Course, 6 In, Incl Mati | SY | 260 | | |
| 310 | 5100 | Graded Aggregate Base Course, 10 In, Incl Matl | SY | 13,150 | | |
| 318 | 3000 | Aggregate Surface Course | TN | 180 | | |
| 402 | | Recycled Asphalt Concrete Leveling, Including Bituminous Material and H. Lime | TN | 610 | | |
| 402 | 3121 | Recycled Asphalt Concrete 25 mm Superpave, GP 1 or 2, Including Bituminous Material and H. Lime | TN | 2,860 | | |
| 402 | 3141 | Recycled Asphalt Concrete 12.5 mm Superpave, GP 1 or 2, Including Bituminous Material | TN | 1,960 | | |
| 402 | 3190 | Recycled Asphalt Concrete 19 mm Superpave, GP 1 or 2, Including Bituminous Material and H. Lime | TN | 1,425 | | |
| 413 | 1000 | Bitum Tack Coat | GL | 2,400 | | |
| 432 | 5010 | Mill Asphalt Concrete Pavement, Variable Depth | SY | 6,500 | | |
| 436 | 1000 | Asphalt Concrete Curb | LF | 860 | | |
| 441 | 0104 | Concrete Sidewalk, 4 In | SY | 6 | | |
| 441 | 0301 | Concrete Spillway, TP 1 | EA | 2 | | |
| 441 | 0302 | Concrete Spillway, TP 2 | EA | 2 | | |
| 441 | 0740 | Concrete Median, 4 In | SY | 700 | | |

| 441 | 0748 | Concrete Median, 6 In , Type 7 Face | SY | 20 | | |
|------------|------|---|--------------|-------|---|------|
| 441 | | Concrete Curb & Gutter, 6 In X 30 In, TP 7 | LF | 5,800 | | |
| 446 | | Pavement Reinforcement Fabric Strips, TP 2, 18 In | LF | 1,100 | | |
| 455 | | Filter Fabric for Embankment Stabilization | SY | 100 | | |
| | | | GLM | 0.8 | | |
| 456 | | Indention Rumble Strips, Ground-In-Place (Skip) | CY | 0.7 | | |
| 500 | - | Class B Concrete | | | | |
| 500 | 9999 | Class B Concrete, Base or Pavement Widening | CY | 60 | | |
| 550 | | Storm Drain Pipe, 18 In, H=1-10' | LF | 400 | | |
| 550 | | Flared End Section, 18 In Storm Drain | EA | 3 | | |
| 576 | | Underdrain Pipe Incl Drainage Aggregate, 6 in | LF | 100 | | |
| 576 | | Slope Drain Pipe, 18 In | LF | 40 | | |
| 603 | | Stone Dumped Rip Rap, Type 3, 12 In | SY | 100 | | |
| 603 | 7000 | Plastic Filter Fabric | SY | 100 | | |
| 611 | 1065 | Storm Drain Pipe, 24 In, H=1-10'-REMOVE & RELAY | LF | 24 | | |
| 611 | 1090 | Flared End Section, 24 In Storm - REMOVE & RELAY | EA | 2 | | |
| 611 | 5360 | Reset Highway Signs | EA | 3 | | |
| 615 | 1200 | Directional Bore-3 In | LF | 120 | | |
| 636 | 1020 | Highway Signs, TP 1 Matl, Refl Sheeting, TP 3 | SF | 136 | | |
| 636 | | Highway Signs, TP 1 Matl, Refl Sheeting, TP 9 | SF | 73 | | |
| 636 | 2070 | Galvanized Steel Posts, TP 7 | LF | 208 | | |
| 636 | 2090 | Galvanized Steel Posts, TP 9 | LF | 121 | | |
| 641 | 1100 | Guardrail, TP T | LF | 21 | | |
| 641 | | Guardrail, TP W | LF | 1,450 | | |
| 641 | | Guardrail, Anchorage, TP 1 | EA | 2 | | |
| 641 | | Guardrail, Anchorage, TP 12 | EA | 2 | | |
| 643 | | Barrrier Fence (Orange), 4 ft | LF | 100 | | |
| 647 | | Traffic Signal Installation No. 1 - US 17 | LS | 1 | | |
| 653 | | Thermoplastic Pavement Marking, Arrow, TP 2 | EA | 6 | | |
| 653 | 0150 | | EA | 3 | | |
| 653 | | Thermoplastic Pavement Marking, Arrow, TP 7 | EA | 4 | | |
| 653 | | Thermoplastic Pavement Marking, Word, TP 1 | EA | 1 | | |
| 653 | 1704 | | LF | 70 | | |
| 653 | 1804 | | LF | 470 | | |
| 653 | 2501 | Thermoplastic Solid Traffic Stripe, 5 in, White | LM | 1.50 | | |
| 653 | 2502 | Thermoplastic Solid Traffic Stripe, 5 in, Yellow | LM | 1.20 | | |
| 653 | 4501 | Thermoplastic Skip Traffic Stripe, 5 in, White | GL M | | | |
| 653 | 6004 | | SY | 220 | | |
| 653 | 6006 | | SY | 40 | | |
| 654 | 1001 | Raised Pavement Markers, TP 1 | EA | 30 | | |
| | 1003 | Raised Pavement Markers, TP 3 | EA | 130 | | |
| | 1003 | Ivalocu i aveinent ivialivelo, 11 J | | | i | |
| 654 656 | ハヘドハ | Remove Existing Solid Traffic Stripe, 4 in | LF | 1,300 | | |

| 668 | 1110 | Catch Basin, GP 1, Additional Depth | LF | 4 | | |
|-------|--|-------------------------------------|-----|-------|--|--|
| 682 | 6233 | Conduit, Non-Metal, TP 3, 2 in | LF | 250 | | |
| 700 | 6910 | Permanent Grassing | AC | 6 | | |
| 700 | 7000 | Agricultural Lime | TON | 6 | | |
| 700 | 7010 | Liquid Lime | GAL | 14 | | |
| 700 | 8000 | Fertilizer Mixed Grade | TON | 5 | | |
| 700 | 8100 | Fertilizer Nitrogen Content | LBS | 300 | | |
| 716 | 2000 | Erosion Control Mats, Slopes | SY | 1,300 | | |
| (Carr | (Carry unit totals to two decimals, round off total bid to whole dollar) | | | | | |

| Name/ Title |
|--------------------|
| Company |
| Address |
| Phone/ Fax Numbers |
| E-mail |

LIST OF SUBCONTRACTORS

| NAME AND ADDRESS | TYPE OF WORK |
|--|--------------|
| TOTALE AT A PERSON OF THE PERS | |
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SPECIAL PROVISION

PROMPT PAYMENT

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the County.

If the Contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

SPECIAL PROVISION INLET STRUCTURE FILTERS

1. General - Inlet Structure Filters (Sd2-P)

Inlet structure filters are temporary erosion control devices installed around pipe inlet structures to trap sediment and keep silt, sediment, and construction debris from entering pipe systems through open Inlet structures. Additionally, inlet structure filters are used to prevent the silting—in of inlets, storm drainage systems, and receiving channels. Locations for installation will be designated on the Plans or by the Engineer.

A. Curb Inlet Filters

Install a curb inlet filter to protect catch basin after the base course and catch basin throat is placed.

B. Weighted Inlet Tubes

Place the weighted inlet tube on gravel, concrete, asphalt or other hard surfaces around drainage inlet. Install a weighted inlet tube where construction traffic may occur around the inlet.

2. Materials

A. Inlet Filters

- 1. Furnish a inlet filter that has a minimum height or diameter of 6-inches and a minimum length 2-foot longer than the length of the curb opening. Do not completely block the inlet opening with inlet filters.
- 2. Provide a inlet filter constructed with a synthetic material that allows storm water to freely flow through while trapping sediment and debris. Ensure that the geotextile is non-biodegradable, resistant to degradation by ultraviolet exposure, and resistant to contaminants commonly encountered in storm water. Do not use straw, straw fiber, straw bales, pine needles, or leaf mulch as filter materials.
- 3. Provide a inlet filter with aggregate compartments for stone, sand, or other weighted materials or mechanisms to hold the unit in place.
- 4. Ensure that the filter fabric of the curb inlet filter is capable of reducing effluent sediment concentrations by no less than 80% under typical sediment migration conditions and has the following Minimum Average Roll Values (MARV) for physical properties shown in the following table.

| Filter Fabric Properties for Curb Inlet Filters | | | | | | |
|---|------------------------|-------------------------|------|--|--|--|
| Property | Test Method | Units | MARV | | | |
| Weight | ASTM D 3776 | oz/yd² | 3.0 | | | |
| Grab Tensile Strength | ASTM D 4632 | Ibs | 80 | | | |
| Grab Tensile Elongation | ASTM D4632 | % | 50 | | | |
| Puncture Strength | ASTM D 4833 | Ibs | 40 | | | |
| Mullen Burst Strength | ASTM D 3786 | psi | 150 | | | |
| Trapezoid Tear Strength | ASTM 4533 | Ibs | 30 | | | |
| Apparent Opening Size | ASTM 4751 | US Std Sieve (max) | 50 | | | |
| Permittivity | ASTM 4491 | second ¹ | 1.5 | | | |
| Water Flow Rate | ASTM 4491 | gal/min/ft ² | 100 | | | |
| Ultraviolet Resistance | ASTM 4355 (500 hrs) | % | 70 | | | |

B. Weighted Inlet Tubes

- 1. Provide a weighted inlet tube produced by a manufacturer experienced in sediment tube manufacturing. Provide an inlet tube composed of compacted geotextile, age curled excelsior wood fiber, natural coconut fiber, hardwood mulch, or a mix of these materials, and enclosed by a flexible netting material. Do not use straw, straw fiber, straw bales, pine needles, or leaf mulch.
- 2. Ensure that the outer netting consists of seamless, high-density polyethylene, photodegradable material treated with ultraviolet stabilizers or seamless, high-density polyethylene, non-degradable material.
- 3. Do not use a curled wood excelsior fiber or a natural coconut fiber rolled erosion control product (RECP) rolled up to create an inlet tube device.
- 4. Provide a weighted inlet tube that is a sediment tube capable of staying in place without external stabilization measures and has a weighted inner core or other weighting mechanism to keep it in place. Provide a weighted inlet tube that meets the minimum requirements shown in the following table.

| Minimum Requirements for Weighted Inlet Tubes | | | | | |
|---|----------------|--|--|--|--|
| Property | Test Method | Value | | | |
| Diameter | Field Measured | 6.0 inch to 9.0 inch | | | |
| Mass per Unit Length F | Field Measured | 6 inch = 6 Ibs/ft min. 9 inch =9 Ibs/ft min. | | | |
| Fiber Length | Field Measured | 80% of the fiber materials at least 4—inches in length | | | |
| Length per Tube | Field Measured | 6 foot minimum | | | |
| Netting Unit Weight | Certified | 0.35 oz/ft minimum | | | |

3. Quality Assurance

- A. Before installation of inlet structure filters, provide the following information from the manufacturer.
 - Documentation of field and/or laboratory testing that quantifies the erosion control and sediment retention performance of the product.
- B. Ensure that each inlet structure filter bears complete identification including, but not limited to, the following:
 - Manufacturer's name and location,
 - Manufacturer's telephone number and fax number,
 - Manufacturer's e-mail address and web address, and
 - Inlet structure filter, BMP, or Sediment Tube name, model, and/or serial number.
- C. Provide an inlet structure filter from a manufacturer with a minimum of 3 years' experience at manufacturing inlet structure filters for use as sediment control equipment and experienced in the installation of equivalent applications.

4. Construction

A. <u>Site Preparation</u>

Remove all rocks, clods, vegetation, or other obstructions so that the installed prefabricated inlet protection BMP has direct contact with the underlying surface.

B. Installation

1. General

Install inlet structure filters in accordance with the manufacturer's written installation instructions, in compliance with these specifications and with all OSHA, local, state, and federal codes and regulations.

2. Curb Inlet Filters

Use inlet filters in conjunction with catch basin after the placement of the base course and catch basin throat.

Install inlet filters in front of curb inlet openings. Ensure that the filter has a minimum height or diameter of 6-inches and a minimum length 2 feet longer than the length of the curb opening to allow sufficient length to cover the inlet with at least 1—foot of clearance beyond the inlet on both ends. Do not completely block the inlet opening with inlet filters. Install inlet filters in a manner to allow overflows to enter the catch basin. Fill the aggregate compartment to a level (at least half full) that keeps the inlet filter in place and creates a seal between the inlet filter and the road surface.

3. Weighted Inlet Tubes

Weighted inlet tubes do not require posts or additional techniques to keep them in place. Install weighted inlet tubes lying flat on the ground with no gaps between the soil or underlying surface and the inlet tube. Never stack weighted inlet tubes on top of one another. Do not completely block inlets with weighted inlet tubes. Install weighted inlet tubes so that all overflow or overtopping water has the ability to enter the inlet unobstructed. To avoid possible flooding, two or three concrete blocks may be placed between the weighted inlet tubes and the inlet.

C. Delivery, Storage, and Handling

Follow the manufacturer's written procedures for inlet structure filter labeling, shipment, and storage. Ensure that the manufacturer or supplier name, the structure size, shape, and weight clearly show on product labels.

Store inlet structure filters off the ground and cover adequately to protect them from the following: construction damage, precipitation, extended exposure to ultraviolet radiation including sunlight, on—site chemicals, flames, including welding sparks, excessive temperatures, and other environmental conditions that can damage the physical properties of the inlet filters.

D. <u>Inspection and Maintenance of Inlet Structure Filters</u>

1. General

Inspect inlet structure filters after installation for gaps that may permit sediment to enter

the storm drainage system. Inspect inlet filters every seven days. Immediately handle all damage or necessary repairs. Remove all accumulated sediment and debris from the surface and vicinity of inlet filters after each rainfall event or as directed by the Engineer or the manufacturer's representative. Remove sediment when it reaches approximately one—third of the height of the inlet filter. If a sump is used, remove sediment when it fills approximately one—third of the depth of the hole. Maintain the pool area, always providing adequate sediment storage volume for the next storm event.

Remove, move, and/or replace inlet filters as required to adapt to changing construction site conditions. Remove inlet structure filters from the site when the functional longevity is exceeded as determined by the Engineer or the manufacturer's representative.

2. Curb Inlet Filters

Because ponding is likely if sediment is not removed regularly, inspect curb inlet filters on a regular basis and immediately after major ram events. Clean the curb inlet filter if a visual inspection shows silt and debris build up around the filter.

3. Weighted Inlet Tubes

Weighted inlet tubes may be temporarily moved during construction as needed. Replace weighted inlet tubes damaged during installation as directed by the Engineer or the manufacturer's representative at no expense to the Department.

5. Measurement and Payment

Inlet structure filters, regardless of the material selected, are measured per each which includes all work necessary to construct and place the filter including any incidentals. Payment is made per each. Payment is full compensation for all materials, construction and removal. This item will be paid at 75% upon installation and 25% after removal.

Revised: January 15, 2003

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

SECTION 208 - EMBANKMENTS

Modify Sub-Section 208.2.A.1 to read as follows:

INUNDATED EMBANKMENTS: Construct embankments in inundated areas with granular embankment placed to a level of 18 inches (457 mm) above the water surface at the time of construction.

Retain Sub-Section 208.5 - PAYMENT – as written and add the following:

Include costs for granular embankment construction in the pay item provided in the contract for earthwork.

Office of Materials and Research

Revised: January 15, 2003

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

SECTION 209 - SUBGRADE CONSTRUCTION

Delete Sub-Section 209.2.A and substitute the following:

209.2.A SUBGRADE MATERIALS: Construct the top 12 inches (305 mm) of subgrade on this project, including crossroads and ramps, with Class IIB2 or better materials. If the existing soils at grade do not meet this requirement, undercut and replace these soils to provide 12 inches (305 mm) of Class IIB2 or better material at subgrade. Include the costs for this work in the pay item provided in the contract for earthwork.

Office of Materials and Research

GEORGIA DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA SPECIAL PROVISION

P.I. NO.: 0002140

Section 881- Fabrics

Add the following to Subsection 881.2.08:

881,2.08 Filter Fabric for Embankment Stabilization

A. Requirements

- 1. Use woven filter fabric for embankment stabilization.
- 2. Sew fabric with a lock stitch using high strength polypropylene or nylon thread.
- 3. Obtain approval of the stitch and sewing method from the Engineer prior to use.
- 4. Use fabric that meets the following minimum tensile strength requirements:

| | Tensile Strengths in Ibs/in (kN/m) width | | | |
|---------------|--|------------|----------------|------------|
| Fabric Type | Warp Direction | | Fill Direction | |
| | 5% Strain | Ultimate | 5% Strain | Ultimate |
| Polyester | 200 (35) | 500 (87.5) | 200 (35) | 500 (87.5) |
| Polypropylene | 200 (35) | 800 (140) | 200 (35) | 800 (140) |

Minimum Seam Strength = 200 lbs/in (35 kN/m) width

- a. Tensile strengths at 5% strain are based on reduction factors from the ultimate strengths of 0.4 for polyester and 0.25 for polypropylene fabrics.
- b. Use of reduction factors other than those shown are allowed only if verified by laboratory tests acceptable to the Department.
- 5. Submit a certification from the manufacturer that shows the physical properties of the material used and how it meets this Specification. Submit the certificate according to Subsection 106.05, "Materials Certification."

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

Test according to the following:

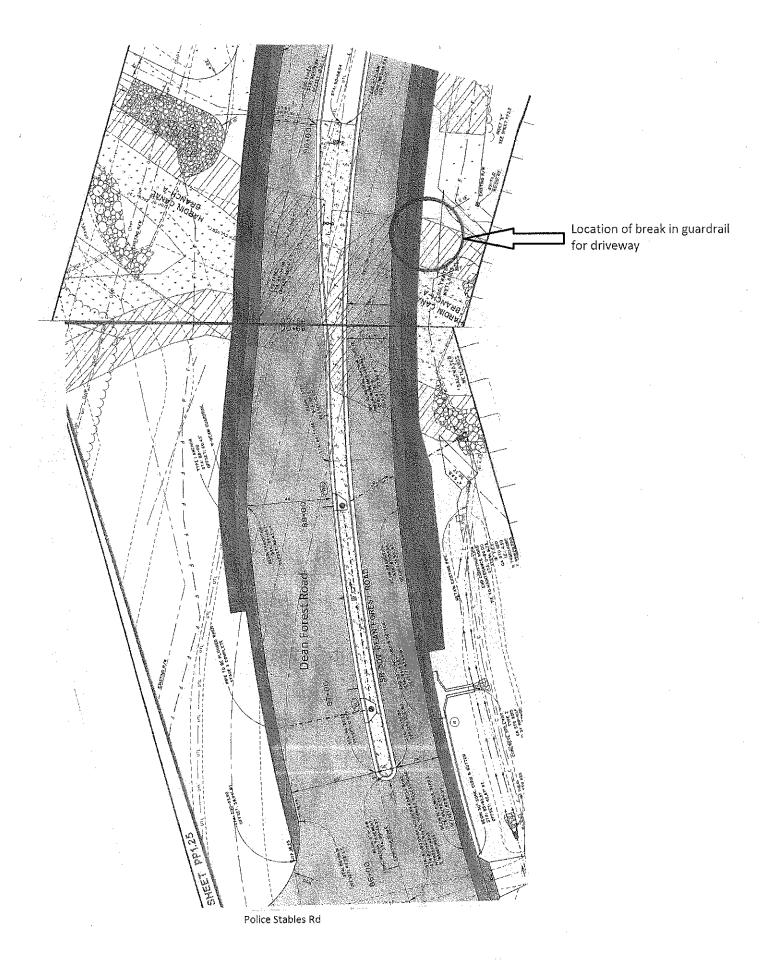
| Test | Method |
|------------------------------|-----------------------------|
| Tensile strength, elongation | ASTM D 4595 Wide Strip Test |
| Seam Strength | ASTM D 4884 Wide Strip Test |

- 1. Run the tests at a strain rate of 10% per minute.
- 2. Use a pre tensioning load of 10 lbs/in (1.75 kN/m) or 3%, whichever is less.

D. Materials Warranty

General Provisions 101 through 150.

Office of Materials and Research



SOIL SURVEY SUMMARY For State Route 307 Widening

1. Project Description

This project is for the widening of State Route 307 in Chatham County, Georgia. The soil survey covers the existing State Route 307 between Station 50+00 (at the intersection of S.R.307 and HWY 17) and Station 175+00 (at the intersection of S.R.307 and I-16).

2. Geology

This project is geologically sited in the Silver Bluff Shoreline Formation of the Georgia Coastal Plain Region.

3. Rock

None encountered.

4. Removal

Materials unsuitable for embankment construction (soft plastic clays) which require removal were encountered at the following stations to the maximum depth indicated on this project:

| Station to Station | Location | Maximum Depth (feet) |
|---------------------------|-----------------|----------------------|
| 71+75 to 72+25 | Rt. | 5.0 |

The removed material shall be wasted outside the construction limits of the project. Replacement material should be with granular embankment, placed to a depth of 18 inches above the water elevation at the time of construction. This work shall be done in accordance with Special Provision Section 208.

The actual soil conditions may vary between the exploration hand auger borings. The final location considering removal of soft clayey soils should be decided during the site-preparation work.

5. Waste

The soils removed from the marsh area shall be wasted outside the construction limits of the project.

6. Subgrade Materials

We recommend that the top 12 inches of subgrade on this project, including ramps and cross roads, be constructed with Class II B2 or better materials.

This work shall be done in accordance with Special Provision Section 209.

7. Pavement Design We recommend the following values for use in the pavement design Values calculations for this project:

Soil Support Value = 4.0

Regional Factor = 1.7

Subgrade Reaction k = 190 pci

Acceptable base materials for use on this project are graded aggregate and limerock bases. Asphalt concrete base is not recommended for use on this project due to potential stability problems with operating the paving spreader on the clean, gap-graded sands on this project.

8. Slope

The soils in the marsh are very soft and would require a very flat slope to minimize the potential of slope failure along the edge. A slope of 5:1 (horizontal to vertical) would be safe and appropriate in the mash area for this project. The owner (Chatham County) has indicated availability of right of way for such flat slope.

9. Groundwater

The project crosses low lying areas and marshes which will be inundated during high tides at the time of construction. Because of the relatively flat terrain and environmental constraints on building on marsh, it is not feasible to drain marshes to lower water table. The soils in the low lying areas and marshes listed below consist primarily of very soft sandy silts to sandy clays (the measured compression index C_c was around 1.0) in the upper 9 to 12 feet below the existing ground surface, which will require reinforcement to stabilize the new embankments and preloading with surcharge to limit postconstruction settlement. We recommend one layer of high-strength reinforcement filter fabric be placed on the top of the existing ground prior to placing the fill, as shown on the attached detail, to provide stability over the soft ground. Preloading with surcharge is also recommended to allow consolidation of the soft soil layers before roadway construction. The required surcharge height will be six (6) feet over the finished grade. We recommend a slope of 1:1 be considered for the surcharge and a surcharge time of 180 days. The areas where the fabric and surcharge will be required are as follows:

| Station to Station | | | Location |
|--------------------|---|---|-----------------|
| 50+00 to 64+50 | • | 1 | Rt. |
| 88+00 to 106+50 | | | T t |

It is not feasible to drain the areas during construction and a mat of granular fill should be placed to a height of 18 inches above the water level prior to placing normal fills. This work should be done in accordance with Special

Provision Sections 208 and 881.

10. Shrinkage We recommend an average shrinkage factor of 30% for use in the earthwork calculations for this project.

We recommend that a 12-inch blanket of Type II Foundation Backfill material be placed under the barrel of all culverts and 48 inch diameter and larger cross-drains on this project.

12. Corrosion Reference should be made to the attached "Pipe Culvert Material Recommendations" for materials allowable by the laboratory corrosion test.

13. Bench Detail Where new fills are to be placed on existing slopes steeper than 3:1, the existing slope should be benched in accordance with the attached detail.

14. Special Problem Several residences are located very close to the construction limits of this project. Vibrations from construction may cause some concerns with property owners. We recommend that the Project Engineer contact the Geotechnical Engineering Bureau prior to construction to evaluate the need for crack surveys and vibration monitoring.

Reported By: Yong Tan, Ph.D. and Zengxuan (Frank) Li, P.E.

March 2, 2011

Reviewed By: Guoming Lin, Ph.D., PE

Hand Auger Boring Records State Route 307 Widening



| | Station $51+00 \pm Rt$. | |
|--------------------------------|--|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-5.0 | Very soft, dark, brown, sandy clay | 177 |
| | Ground water encountered at 0.5 ft above the | ground surface |

| Station 52+00 ± Rt. | | | | |
|--------------------------------|--|---------------------|--|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classification | | |
| 0.0-2.0 | Very soft, gray, brown, sandy silt | | | |
| 2.0-10.0 | Very soft, dark, gray, sandy clay | TV TV | | |
| 10.0-13.0 | Soft, dark, gray, sandy clay | TV W | | |
| | Ground water encountered at 0.5 ft above the | ground surface | | |

| Station 53+00 ± Rt. | | |
|---------------------------------------|---------------------------------------|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-2.0 | Gray, brown, sandy silt | Ty |
| 2.0-5.0 | Very soft, dark, gray, sandy clay | TV TV |
| · · · · · · · · · · · · · · · · · · · | Ground water encountered at the groun | nd surface |

| Station $54+00 \pm Rt$. | | | |
|--------------------------------|---------------------------------------|----------------------|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications | |
| 0.0-1.5 | Gray, yellowish-brown, sandy silt | 137 | |
| 1.5-5.0 | Very soft, dark, gray, sandy clay | TV TV | |
| | Ground water encountered at the groun | d surface | |

| Station 55+00 ± Rt. | | | |
|--------------------------------|---|----------------------|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications | |
| 0.0-0.5 | Gray, brown, sandy silt with many roots | TV | |
| 0.5-1.0 | Gray, brown, sandy silt | | |
| 1.0-4.0 | Very soft, gray, brown, sandy clay | 1V | |
| | Ground water encountered at the ground | surface | |

| Station $56+00 \pm Rt$. | | | |
|--------------------------------|---|----------------------|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications | |
| 0.0-0.5 | Very soft, dark, gray, sandy clay, with many roots and concrete fragments | YY7 | |
| 0.5-5.0 | Very soft, dark, gray, sandy clay | TV | |
| | Ground water encountered at the ground surface | 1V | |

Hand Auger Boring Records State Route 307 Widening



WPC Project Number: WPC3209.00010

| Station 57+00 ± Rt. | | |
|--------------------------------|---------------------------------------|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-1.0 | Very soft, dark, gray, sandy silt | |
| 1.0-5.0 | Very soft, dark, gray, sandy clay | TV IV |
| | Ground water encountered at the groun | d surface |

| Station 58+00 ± Rt. | | |
|--------------------------------|---------------------------------------|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-5.0 | Very soft, dark, gray, sandy clay | TV |
| | Ground water encountered at the groun | d surface |

| Station $59+00 \pm Rt$. | | |
|--------------------------------|--|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-0.5 | Very soft, yellowish-brown, sandy silt with many roots | TV |
| 0.5-5.0 | Very soft, dark, gray, sandy clay | TV |
| | Ground water encountered at the ground sur | face |

| Station 60+00 ± Rt. | | |
|--------------------------------|--|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-10.0 | Very soft, gray, brown, sandy clay | TV |
| | Ground water encountered at the ground | surface |

| Station 61+00 ± Rt. | | |
|--------------------------------|---------------------------------------|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-5.0 | Very soft, dark, gray, sandy clay | TV |
| | Ground water encountered at the groun | d surface |

| Station 62+00 ± Rt. | | |
|--------------------------------|---------------------------------------|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-0.5 | Very soft, dark, gray, sandy silt | |
| 0.5-5.0 | Very soft, dark, gray, sandy clay | TV IV |
| | Ground water encountered at the groun | nd surface |

Hand Auger Boring Records State Route 307 Widening



| | Station 63+00 ± Rt. | |
|--------------------------------|---------------------------------------|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-5.0 | Very soft, dark, gray, sandy clay | TV IV |
| | Ground water encountered at the groun | d surface |

| Station 64+00 ± Rt. | | |
|--------------------------------|---|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-2.0 | Soft, gray, yellowish-brown, sandy clay | IV |
| 2.0-5.0 | Very soft, gray, brown, sandy clay | IV |
| | Ground water encountered at the ground | surface |

| Station 65+00 ± Rt. | | |
|--------------------------------|--|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-0.5 | Gray, yellowish-brown, silty fine sand | IA3 |
| 0.5-2.5 | gray, brown, sandy silt | IA3 |
| 2.5-5.0 | Firm, dark, gray, sandy clay | IIB2 |
| | Ground water not encountered | THE ROSE |

| Station $66+00 \pm Rt$. | | |
|--------------------------------|--|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-1.0 | Gray, brown, silty fine sand with many roots | IA3 |
| 1.0-5.0 | Firm to stiff, gray, yellowish-brown, sandy clay | IIB2 |
| | Ground water not encountered | |

| Station 67+00 ± Rt. | | |
|--------------------------------|--|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-1.0 | Gray, brown, silty fine sand with many roots | IA3 |
| 1.0-5.0 | Firm to stiff, gray, yellowish-brown, sandy clay | IIB2 |
| | Ground water not encountered | |

| Station 68+00 ± Rt. | | |
|--------------------------------|--|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-0.5 | Dark, brown, silty fine sand with some roots | IA3 |
| 0.5-5.0 | Very stiff, dark, gray, brown, sandy clay | IIB2 |
| | Ground water not encountered | |

Hand Auger Boring Records

State Route 307 Widening



WPC Project Number: WPC3209.00010

| Station 69+00 ± Rt. | | |
|--------------------------------|---|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-5.0 | Very stiff to hard, gray, brown, sandy clay | IIB2 |
| | Ground water not encountered | |

| · | Station 70+00 ± Rt. | |
|--------------------------------|--|----------------------|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications |
| 0.0-0.5 | Dark, brown, silty fine sand with some roots | IA3 |
| 0.5-5.0 | Very stiff, brown, sandy clay | IIB2 |
| | Ground water not encountered | 1102 |

| Station 71+00 ± Rt. | | | | | |
|--------------------------------|--|----------------------|--|--|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications | | | |
| 0.0-0.75 | Gray, brown, silty fine sand | IA3 | | | |
| 0.75-5.0 | Very stiff to hard, dark, gray, sandy clay | IIB2 | | | |
| | Ground water not encountered | | | | |

| Station 72+00 ± Rt. | | | | | | |
|--------------------------------|---|----------------------|--|--|--|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications | | | | |
| 0.0-5.0 | Soft, dark, gray, clay | IV | | | | |
| 5.0-10.0 | Firm to very stiff, gray, yellowish-brown, sandy clay | IIB2 | | | | |
| | Ground water @ 1.0 ft BGS | | | | | |

| Station $73+00 \pm Rt$. | | | | | |
|--------------------------------|--|----------------------|--|--|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications | | | |
| 0.0-1.5 | gray, brown, silty fine sand | IA3 | | | |
| 1.5-5.0 | Firm to stiff, gray, yellowish-brown, sandy clay | IIB2 | | | |
| | Ground water not encountered | | | | |

| Station 74+00 ± Rt. | | | | | |
|--------------------------------|--|----------------------|--|--|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications | | | |
| 0.0-1.0 | Dark, brown, silty fine sand with some roots | IA3 | | | |
| 1.0-5.0 | Firm to stiff, gray, yellowish-brown, sandy clay | IIB2 | | | |
| | Ground water not encountered | | | | |



| Station 52+00 ± Rt. | | | | | |
|--------------------------------|--|----------------------|--|--|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications | | | |
| 0.0-1.0 | dark brown, sandy clay with organics | IV | | | |
| 1.0-2.0 | grey, sandy clay | IV | | | |
| 2.0-3.0 | dark brown, sandy clay with organics and grasses | IV | | | |
| 3.0-5.0 | black, sandy clay with organics | IV | | | |
| 5.0-10.0 | dark brown, sandy clay | īv | | | |
| | Groundwater encountered at 1 ft below ground surface | | | | |

| Material Description | Soil Classifications |
|--|--|
| own and grey, sandy clay with organics and grasses | īv |
| grey, sandy clay with organics | IV |
| grey and orange, sandy clay | Ī |
| | own and grey, sandy clay with organics and grasses grey, sandy clay with organics |

| Station 72+00 ± Rt. | | | | | |
|--------------------------------|--|----------------------|--|--|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications | | | |
| 0.0-3,0 | tan and orange, poorly graded sand with silt | II | | | |
| 3.0-5.0 | tan and orange, poorly graded sand | TI TI | | | |
| 5.0-6.0 | dark brown, clayey sand | П | | | |
| 6.0-8.0 | dark brown, sandy clay with organics | 11 | | | |
| 8.0-10.0 | dark brown, clayey sand | TI TI | | | |
| | Groundwater not encountered | | | | |

| Station 95+00 ± Rt. | | | | | |
|--------------------------------|---|----------------------|--|--|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications | | | |
| 0.0-2.0 | dark brown, sandy clay with organics and grasses | IV | | | |
| 2.0-3.0 | grey and brown, clayey sand | II | | | |
| 3.0-5.0 | dark brown, sandy clay with organics | IV | | | |
| | Groundwater encountered at 0.75 ft below ground surface | | | | |

| Station 135+00 ± Rt. | | | | | |
|--------------------------------|---|----------------------|--|--|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications | | | |
| 0.0-1.0 | brown and orange, clayey sand with organics and grass roots | 1 | | | |
| 1.0-3.0 | grey, brown, red, and orange, clayey sand | TI TI | | | |
| 3.0-5.0 | grey, red, and orange, clayey sand | II II | | | |
| | Groundwater not encountered | | | | |

| Station 170+00 ± Rt. | | | | | |
|--------------------------------|--|----------------------|--|--|--|
| Depth Below Grade (ft), BGS | Material Description | Soil Classifications | | | |
| 0.0-1.0 | brown and tan, silty sand | li | | | |
| 1.0-2.0 | brown and orange, sandy clay with organics | n | | | |
| 2.0-3.0 | brown, poorly graded sand with silt | II | | | |
| 3.0-5.0 | orange, sandy clay | Ш | | | |
| | Groundwater encountered at 4 ft below ground surface | | | | |

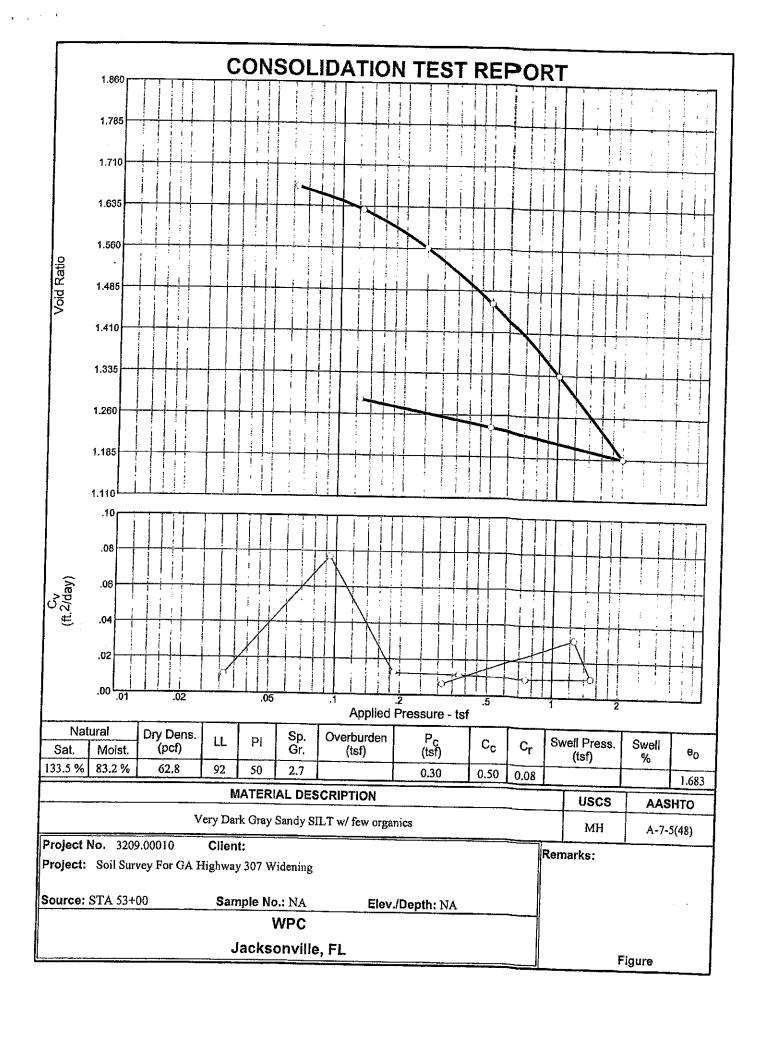
LABORATORY SOIL REPORT

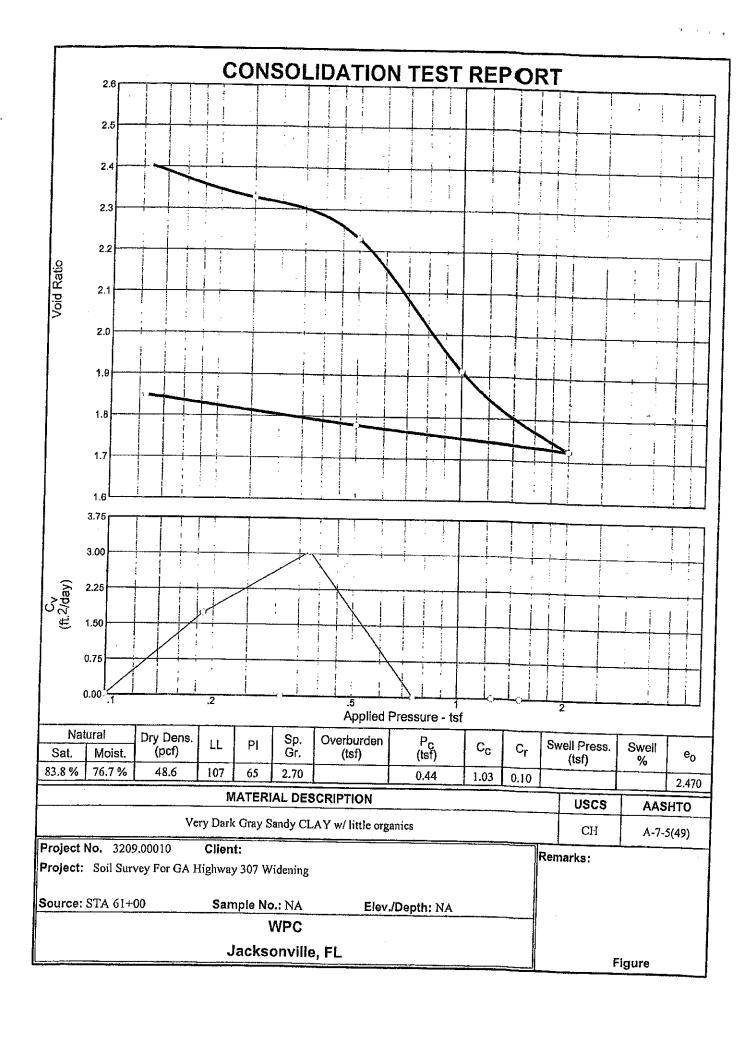
WPC, Inc. 2201 Rowland Avenue Savannah, Georgia 31404

State Route 307 Widening

Project Engineer: Yong Tan WPC Project No. WPC3209.00010

| obt Soil Clare | | 2 | ≥ | 2 | IB33 | 183 | 2 | HB2 | IB2 | | | | | | | | |
|--------------------------------|-------|------------|------------|------------|------------|------------|-------------|------------|------------|------------|-----------|---|-----------|---|----------------------------|-----------|----------------|
| W.O'MA | | 5.1 | 8.2 | 6,3 | 5 | | 1.3 | | | T | | _ | + | 1 | | | |
| 14 65 | | | | 1 | | | | | \top | 556 | 2380 | - | \dagger | 1 | | | |
| 10 Table 1 | | | | | | | | | | 7.32 | 6.31 | | 上 | 1 | | | |
| 10 8 10 8 | | | <u> </u> | _ | | | | | | | | | | | | | |
| | | 89.1 | 41.2 | 25.9 | 5.0 | 8.2 | 50.7 | 14.3 | 7.0 | | | | | | | | |
| Eros Midera | | | | | | | | | | | | | | 7 | | | |
| | | | 56 | 58 78 | _ | _ | ↓_ | _ | | | _ | | | | | | |
| įį | | | 84 | \$ | | | | | | | | | | | | | |
| 51 | | 14.3 | 15.7 | 17.5 | 17.7 | 16.4 | 19.4 | 17.2 | 13.7 | | | | | | | | |
| FGE | | 109 | ٤ | 8.66 | 109.7 | 116,5 | 97.6 | 113,3 | 109.6 | <u> </u> | | | L | | | | |
| 7 | | 8: | \$,0 | 7.2 | 9'7 | 3.2 | 6.0 | 2.5 | 2.6 | | | | | Section of | | | |
| į | | 7.7 | 8,2 | 7.6 | 2.6 | 2.1 | 37.2 | 80, - | 2.2 | | | | | | Lab Completion Information | 2010 | Scott I. Lewis |
| 25 | | 8,5 | 14.7 | 14,8 | 7.2 | 5.3 | 38.1 | 4.3 | 4.8 | | | | | 0 | on Info | 12/3/2010 | Scott I. |
| *colety | | 25.2 | 58,0 | 51.2 | 17.3 | 36,5 | 52.3 | 36.5 | 6.2 | | | | | | mpletic | | U) |
| | **III | 31.8 | 67.5 | 61.3 | 28.9 | 48.4 | 57.6 | 47.3 | 17.6 | | | | | D-5084 D-22 | ် ရ | Date | By |
| betreit Passing Standard Rieve | 994 | 85.7 | 96.2 | 89.9 | 94.6 | 71.7 | 83.2 | 93.9 | 90.6 | | | | | 5-1383 | ני | | - |
| g Stand | i | 90.3 | 97.9 | 98.3 | 5.78 | 81.5 | 83.8 | 96.3 | 95.2 | | | | | | | | |
| T.P.assch | 919 | 100.0 | 100.0 | 100.0 | 8.86 | 1.88 | 98.2 | 98.6 | 8.66 | | | | | | | | ļ |
| Petren | 1,1/2 | 100.0 | 100,0 | 100.0 | 100.0 | 6.99 | 966 | 98.9 | 100.0 | | | | | 05820 | | | 1 |
| | 2.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | | | | | | | | |
| Obre Complete | | 12/13/2010 | 12/13/2010 | 12/13/2010 | 12/13/2010 | 12/13/2010 | 12/13/2010 | 12/13/2010 | 12/13/2010 | 3/13/2009 | 3/13/2009 | | | 0.2435 | Comments | | |
| Examine FO | | 810 Test | 810 Test | 810 Test | Chemical | Chemical | | | ò | Con | | |
| E Transport | | 1 to 5 | 5 to 10 | 1 to 5 | 1 to 5 | 5 to 10 | 1 to 5 | 1 to 5 | 1105 | 1.5 | 3.0 | | | 1990 | | | |
| Localina | | žέ | æ | ¥ | ŧ | ŧž | ŧZ. | ř | æ | ŧ₹ | מ | | | | | | |
| Bratien No. | | 52+00 | 52+00 | 00+09 | 72+00 | 72+00 | 00+56 | 135+00 | 170+00 | 26+00 | 95+00 | | | 8189-0 | | | 7 |
| 100 | | Embsoil | Embsoil | Embsoil | Embsoil | Embsail | Embsoil | Embsail | Embsoil | Embsoil | Embsoil | | | 0.1567 | se | | |
| Coffee | | | | | | | | | | | | | | 888-0 | Location Of Samples | | |
| Aguanago | | Chatham | Chatham | Chatham | Chatham | Chatham | Chatham | Chatham | Chatham | Chatham | Chatham | | | 912 | ocation (| | |
| i. | | 11/19/2010 | 0102/61/11 | 11/19/2010 | 11/19/2010 | 11/19/2010 | 11/19/20/10 | 11/19/2010 | 11/13/2010 | 11/19/2010 | 3/9/2009 | | | Semillon | ľ | | |
| Sample No. | | - | 2 | 6 | 4 | 2 | g | 7 | 60 | 11 | ტ | | | ASTM Designation D-2216 ASSHTO Designation | | | |





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 performance of the contract; and | ^ _ | s during the |
|--------------------------------|--|---|--|
| 2. | Each sub-contractor under the d following written certification: | lirection of the Contractor sl | nall secure the |
| | | | (CONTRACTOR) |
| during the ROAD W Code Section | o Chatham County that a Drug-Free performance of this contract known and the performance of this contract known and the performance of this contract known and the performance of this contract known and performance of the performance of the performance of this performance of the performa | wn as_procurementSR 30 CT) pursuant to paragraph (7 d further certifies that he/sho | 7 / DEAN FOREST 7) of subsection (B) of will not engage in the |
| CONTRAC | ΓOR | DATE | - |
| | | | - |
| NOTARY | | DATF | |

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

| Know All Men By These Present | ce, that I (We), |
|---|---|
| · | Name |
| Title | Name of Bidder |
| Chatham County project pro | nsideration of the privilege to bid/or propose on the following curement SR 307 / DEAN FOREST ROAD WIDENING tereby consent, covenant and agree as follows: |
| discriminated against on the basi | d from participation in, denied the benefit of or otherwise s of race, color, national origin or gender in connection with the y or the performance of the contract resulting therefrom; |
| business persons seeking to contr | olicy of this Company to provide equal opportunity to all ract or otherwise interested with the Company, including those by racial minorities, and women; |
| aware of, understands and agrees | We) acknowledge and warrant that this Company has been made to take affirmative action to provide minority and women mum practicable opportunities to do business with this Company |
| (4) That the promises of non-dithroughout the duration of this co | iscrimination as made and set forth herein shall be continuing ontract with Chatham County; |
| | iscrimination as made and set forth herein shall be and are hereby incorporated by reference in the contract which this Company |
| non-discrimination as made and | apany to satisfactorily discharge any of the promises of set forth above may constitute a material breach of contract the contract in default and to exercise appropriate remedies ination of the contract. |
| Signature | Date |

ATTACHMENT C

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

| for offer indication | r indictments or convictions of any person, subsidiary, or affiliate of this companies such as embezzlement, theft, fraudulent schemes, etc. or any other offenseing a lack of business integrity or business honesty which affects the responsibility on the property of the |
|-------------------------|---|
| List any | convictions or civil judgments under states or federal antitrust statutes. |
| | violations of contract provisions such as knowingly (without good cause) to a, or unsatisfactory performance, in accordance with the specifications of a |
| | |
| List any | prior suspensions or debarments by any governmental agency. |
| | prior suspensions or debarments by any governmental agency. contracts not completed on time. |

| I,, as | |
|---|-------------------|
| I,, as Name of individual | Title & Authority |
| of, declare under oath that | |
| Company Name | |
| the above statements, including any supplemental responses attached her | reto, 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: | |
| Desident States | |
| Resident State: | |

DPC Form #45

ATTACHMENT D

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

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

| Federal Work Authorization User Identif | ication Numbe | r |
|---|-----------------|--------------------------|
| Date of Authorization | | |
| Name of Contractor | | |
| Name of Project | | |
| Name of Public Employer | | |
| I hereby declare under penalty of perjury | that the forego | ing is true and correct. |
| Executed on,, 201 in | _(city), | _(state). |
| Signature of Authorized Officer or Agen | i | |
| Printed Name and Title of Authorized O | ficer 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)

| 13-10-91, stating affirmatively that the indi | vidual, firm or corporation which is e | ngaged in the |
|--|--|---------------|
| physical performance of services under a co contractor) on behalf of CHATHAM COUR the federal work authorization program con | NTY has registered with, is authorized | |
| replacement program, in accordance with the | | |
| O.C.G.A. § 13-10-91. Furthermore, the un | | |
| work authorization program throughout the | <u> </u> | |
| contract for the physical performance of ser | | • |
| sub-subcontractors who present an affidavi | | |
| O.C.G.A. § 13-10-91 (b). Additionally, the receipt of an affidavit from a sub-subcontra | | |
| receipt. If the undersigned subcontractor r | | |
| sub-subcontractor that has contracted with | _ | |
| days of receipt, a copy of such notice to the | | |
| work authorization user identification numb | | |
| | | |
| | | |
| Federal Work Authorization User Identification | ation Number | |
| rederal work Aumorization Osci Identifica | ation Number | |
| Date of Authorization | | |
| | | |
| Name of Subcontractor | | |
| 27 (7) | | |
| Name of Project | | |
| Name of Public Employer | | |
| • • | | |
| I hereby declare under penalty of perjury th | nat the foregoing is true and correct. | |
| Executed on,, 201 in(| (city). (state). | |
| | (5000), | |
| Signature of Authorized Officer or Agent | | |
| | | |
| | | |
| Printed Name and Title of Authorized Office | cer or Agent | |
| CATEGORIES AND CHICKNED DEFORE | 6 7 | |
| SUBSCRIBED AND SWORN BEFORE N | | |
| ON THIS THE DAY OF | ,201 | |
| NOTARY PUBLIC | | |
| My Commission Expires: | | |
| Tity Tolling to the Control of the C | | |

ATTACHMENT E

CHATHAM COUNTY, GEORGIA

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

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

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

| Certification - the above information is true and complete to the best of belief. | my knowledge and |
|--|------------------|
| (Printed or typed Name of Signatory) | |
| (Signature) | |
| (Date) | |
| NOTE: The penalty for making false statements in offers is prescribed in 18 END OF DOCUMENT Mod. CC P & C 6/2005 | 3 U.S.C. 1001 |

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 Tot | tal% | M/WBE Con | nbined_ | % |
| | ld enter into a formal ag schedule conditioned up ers. | | | | |
| Signature | | Print | | | |
| Phone () | | | | | |

ATTACHMENT G

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

| By executing this affidavit under oath License or Occupation Tax Certificate | e, Alcohol License, Taxi Permit, Contr | act or other public |
|--|--|--|
| benefit as reference in O.C.G.A. Sections of the street for | on 50-36-1, I am stating the following | With respect to my bic |
| for a Chatham County contract for person applying on behalf of individual | ol huginess corporation partnership | [Name of natural or other private entity] |
| person applying on behan of mulvidua | ar, business, corporation, partitership, o | of other private entry |
| 1.)I a | m a citizen of the United States. | |
| OR | | |
| 2.)I an | n a legal permanent resident 18 years o | of age or older. |
| OR | | |
| non-immigrant under t | n an otherwise qualified alien (8 § USO) he Federal Immigration and Nationalit r older and lawfully present in the Uni | y Act (8 USC 1101 et |
| and willfully makes a false, fic | nation under oath, I understand that any petitious, or fraudulent statement or reprolation of Code Section 16-10-20 of the | resentation in an |
| Overgra. | Signature of Applicant: | Date |
| | Printed Name: | |
| SUBSCRIBED AND SWORN | * | |
| BEFORE ME ON THIS THE | 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 may be utilized for the project: | e to determine availability of specific labor classes which |
| Date of Inquiry | # of Available Participants |
| 2) Anticipated number of CAP studen # | ts that will be hired and related trade category: Trade Category |
| # | Trade CategoryTrade Category |
| | to be hired for this project, the contractor must briefly |
| | |
| | |
| | |
| | |
| | |

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

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

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

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

| a. | Project Name: |
|----------|---|
| | Location: |
| | Owner: |
| | Address: |
| | City and State: |
| | Contact: |
| | Phone & Fax: |
| | *Architect or Engineer: |
| | Contact: |
| | Phone & Fax: |
| | Email: |
| c. d. | The awarded bid amount and project start date Final cost of project and completion date. Number of change orders Contracted project completion in days |
| | Project completed on time. Yes No Days exceeded . |
| g. | List previous contracts your company performed for Chatham County by Project Title, te and awarded/final cost. |
| h. | Has contractor ever failed to complete a project? If so, provide explanation. |
| | 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 |
| | wsuit, the court in which the case was filed and the details of its resolution. |

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

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

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

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

| NAME/TILE | |
|----------------|--|
| | |
| COMPANY NAME | |
| | |
| ADDRESS | |
| | |
| CITY/STATE/ZIP | |
| | |
| PHONE NUMBER | |
| | |
| FAX NUMBER | |

LEGAL NOTICE CCNO. <u>165683</u> Invitation to Bid

Sealed Bids will be received until 2:00 P.M. on FEBRUARY 19, 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: 14-0008-4 SR 307 / DEAN FOREST ROAD WIDENING – PHASE II

PRE-BID CONFERENCE: Conference will be held at <u>The Chatham County Citizens</u> Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on <u>FEBRUARY 5</u>, 2014, at 2:00PM. You are encouraged to attend.

Plans are available and <u>must be purchased from Clayton Digital Reprographics (CDR) located</u> at 1000-I Eisenhower Drive, Savannah, Georgia, 31406. CDR phone: 912-352-3880, fax 912-352-3881, e-mail: <u>cdrsouth@cdrepro.com</u>

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

Bid Bond <u>is required</u> at the time of bid. (5% of total bid)
Payment and Performance Bonds (100% of bid) will be required for this project at the time of contract award.

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: Jan. 22, Feb. 4, 2014 Please send affidavit to: Chatham County Purchasing & Contracting Department 1117 Eisenhower Drive, Suite C Savannah, Georgia 31406 (912) 790-1622