

INVITATION TO BID

**BID NO. 14-0067-4**

**BAMBOO FARMS ENTRANCE AND PARKING LOT IMPROVEMENTS**

**PRE-BID CONFERENCE: 10:00 AM, JUNE 24, 2014**

**BID OPENING: 2:00 PM., JULY 8, 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.**

     **X** GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

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

     **X** PROPOSAL

     **X** PLANS/DRAWINGS – **Plans must be purchased at Clayton Digital Reprographics by logging into [www.cdrepro.com](http://www.cdrepro.com). Login to DFS. New users must register. For technical support contact CDR at (912) 447-5445, fax (912) 233-7020 or email: [cdwest@cdrepro.com](mailto:cdwest@cdrepro.com).**

     **X** BID SCHEDULE

     PERFORMANCE BOND – **Required at the time of contract.**

     PAYMENT BOND – **Required at the time of contract.**

     CONTRACT

     **X** LEGAL NOTICE

     **X** ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT, E. BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, F. M/WBE PARTICIPATION REPORT, G. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS, H. CHATHAM APPRENTICE PROGRAM DOCUMENTATION

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

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

CURRENT TAX CERTIFICATE NUMBER  
CITY \_\_\_\_\_  
COUNTY \_\_\_\_\_  
OTHER \_\_\_\_\_

**The Chatham County of Commissioners have established goals to increase participation of minority and woman owned businesses. In order to accurately document participation, businesses submitting bids or proposals are encouraged to report ownership status. A minority or woman owned business is defined as a business with at least 51% ownership by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners. Please check ownership status as applicable:**

**African-American \_\_\_\_\_ Asian American \_\_\_\_\_ Hispanic \_\_\_\_\_**

**Native American or Alaskan Indian \_\_\_\_\_ Woman \_\_\_\_\_**

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

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S) \_\_\_\_\_

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

BY: \_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

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

**Date: May 30, 2014**

**BID NO. 14-0067-4**

**GENERAL INFORMATION FOR INVITATION FOR BID**

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Agent, at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM local time, JULY 8, 2014**, at which time they will be opened and publicly read. **The County reserves the right to reject all bids that are non-responsive or not responsible.**

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

A **Pre-bid Conference** has been scheduled to be conducted at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, on ,JUNE 24, 2014, at 10:00AM,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **You are encouraged to attend.**

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

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

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

## **INSTRUCTIONS TO BIDDERS**

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

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

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

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

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

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

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

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

- a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.

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

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

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

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

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

- 1.15 **Performance Evaluation:** On 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 sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.5 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.6 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the

respective trades, crafts and of the skills employed.

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

- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.
- 2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.
- 2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.
- 2.14 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.
- Chatham County has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive or irresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.
- 2.15 **Chatham County Tax Certificate Requirement:** A current Chatham County Tax Certificate is required unless otherwise specified. Please contact the Building Safety and Regulatory Services at (912) 201-4300 for additional information.
- NOTE:** No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.
- 2.16 **Insurance Provisions, General:** The selected contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. **Failure to do so may be cause for termination of contract.**

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

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

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

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

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

2.16.3 Special Requirements:

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

specifically stated on the Certificate of Insurance.

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

2.16.4

**Additional Coverage for Specific Procurement Projects:**

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

Minimum Limits:

\$1 million per claim/occurrence

Coverage Requirement:

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

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

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

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

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

- a. Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- b. Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
- c. Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- d. Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations; and
- e. Whether the bidder has made a Good Faith Effort to meet local participation goals for local economic impact for Disadvantaged Business Enterprises and Small Business Enterprises.

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

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

**2.23 Debarred or Suspended Subcontractors.**

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

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

**2.24 Cone of Silence:**

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

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

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

**Goals established for this project is 30% Combined.**

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

**2.26 Bidders or proposers are required to make a Good Faith Effort, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBEs. Bidders or proposers are required to state if they intend to**

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

Each bidder or proposer is required to maintain records of such efforts in detail adequate to permit a determination of compliance with these requirements. All contracts will reflect **Good Faith Efforts** and reporting requirements for the term of the contract. The County particularly urges general contractors to give emphasis to subcontracting with local area firms. **For information on the program or M/WBE contractors/vendors please contact Connell C. Heyward, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7926 phone, or (912) 652-7849 fax. Email: [cheyward@chathamcounty.org](mailto:cheyward@chathamcounty.org)**

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

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

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

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

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

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

a. Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City and State: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_

\*Architect or Engineer: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_

b. The awarded bid amount and project start date.

Final cost of project and completion date.

Number of change orders.

Contracted project completion in days.

Project completed on time. Yes \_\_\_\_\_ No \_\_\_\_\_ Days exceeded \_\_\_\_\_.

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

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

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

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

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

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

## **ADDITIONAL CONDITIONS**

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

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

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

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

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

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

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

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

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

- X     A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.
- X     B. Contractor(s) shall be required at time of contract to shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
- X     C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.
- X     D. Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or surities for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or 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 \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

BY \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
Phone / Fax No's.

CHATHAM COUNTY, GEORGIA  
SURETY REQUIREMENTS

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

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

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

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

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

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

## **PROPOSAL**

**SPECIFICATIONS FOR:**

**BID NO. 14-0067-4**

### **BAMBOO FARMS ENTRANCE AND PARKING LOT IMPROVEMENTS**

The project is located at the Bamboo Farms off of Canebrake Road in unincorporated Chatham County. The work consists of improving the entrance and the parking lot off of Canebrake Road. All work for the entrance and parking lot improvements is included on the construction drawings prepared by McGee Partners, Inc.

All work under this contract shall be done in accordance with the 2013 edition of the Georgia Department of Transportation (GDOT) Standard Specifications, subsequent supplemental specifications, Special Provisions for Prompt Payment, 150-Traffic Control and 828- Hot Mix Asphaltic Concrete Mixtures included in and made part of this proposal.

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 GDOT Qualified Products List available on the website: [www.dot.ga.gov/doingbusiness/Materials/qpl/Pages/default.aspx](http://www.dot.ga.gov/doingbusiness/Materials/qpl/Pages/default.aspx)

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

### **COMMENCEMENT AND COMPLETION:**

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

**Bamboo Farms Entrance Improvements  
Bid Sheet**

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
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**ROADWAY**

150-1000	TRAFFIC CONTROL -	LS	1		
210-0100	GRADING COMPLETE -	LS	1		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	3710		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	100		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2 INCL BITUM MATL & H LIME	TN	870		
413-1000	BITUM TACK COAT	GL	110		
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	580		
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	LF	330		
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	3		
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	290		
634-1200	RIGHT OF WAY MARKERS	EA	3		
643-1152	CH LK FENCE, ZC COAT, 6 FT, 9 GA	LF	1100		
643-8010	GATE, CHAIN LINK ZC COAT -	EA	3		
	ELECTRIC OPERATORS FOR SLIDING GATES	EA	3		
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	1000		
668-1100	CATCH BASIN, GP 1	EA	5		
660-0006	SAN SEWER PIPE, 6 IN, PVC	LF	60		

**SIGNING & MARKING**

636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	13		
636-2070	GALV STEEL POSTS, TP 7	LF	14		
636-2090	GALV STEEL POSTS, TP 9	LF	20		
653-1501	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	830		
653-1704	SOLID TRAF STRIPE, 24 IN, WHITE	LF	35		
653-1804	SOLID TRAF STRIPE, 8 IN, WHITE	LF	110		
653-3501	SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLF	90		
653-6004	TRAFFIC STRIPE, WHITE	SY	23		

**PERMANENT EROSION CONTROL**

700-6910	PERMANENT GRASSING	AC	1.23		
700-7000	AGRICULTURAL LIME	TN	3.68		
700-8000	FERTILIZER MIXED GRADE	TN	0.49		
700-8100	FERTILIZER NITROGEN CONTENT	LB	61.40		

**TEMPORARY EROSION CONTROL**

163-0232	TEMPORARY GRASSING	AC	0.61		
163-0240	MULCH	TN	35		
163-0300	CONSTRUCTION EXIT	EA	1		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	5		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	1070		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	5		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	2130		

Carry item totals to two decimal places, round off total bid to whole dollar.	Total Bid	
---	-----------	--

Name/ Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone/ Fax Numbers \_\_\_\_\_

E-mail \_\_\_\_\_

**LIST OF SUBCONTRACTORS**

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors: **NOTE: M/WBE PARTICIPATION.**

<i>NAME AND ADDRESS</i>	<i>TYPE OF WORK</i>

SIGNED: \_\_\_\_\_

CONTRACTOR

**SPECIAL CONDITIONS**  
**Bamboo Farms Entrance**

1. **DESCRIPTION OF WORK:** The work will consist of furnishing all materials, labor and equipment for:

Improvements to the Bamboo Farms entrance and parking lot off Canebrake Road.

Construction plans and details for the project are provided elsewhere and are considered part of the contract documents.

All work under this contract shall be done in accordance with the 2013 edition of the Georgia Department of Transportation (GDOT) Standard Specifications, subsequent supplemental specifications, Special Provisions for Prompt Payment, 150- Traffic Control and 828- Hot Mix Asphaltic Concrete Mixtures included in and made a part of this proposal.

Contract administration and inspection will be performed by Chatham County personnel.

All materials used in the process of completion of the work included in the contract will be furnished from Georgia Department of Transportation certified suppliers only as per the GDOT Qualified Products List available on the website  
[www.dot.ga.gov/doingbusiness/Materials/qpl/Pages/default.aspx](http://www.dot.ga.gov/doingbusiness/Materials/qpl/Pages/default.aspx).

All subcontractors must be listed in the bid package or approved by the County in writing prior to performing work on the project.

It is the responsibility of the bidder to carefully examine and fully understand the construction contract, plans and special provisions 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. **COMMENCEMENT AND COMPLETION:** 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 **110** calendar days after the 10-day period. The Contractor shall work continuously on the project after the Notice to Proceed is issued.

3. **MAINTENANCE:** Once the Notice to Proceed has been issued, the Contractor is held responsible for all maintenance within the project limits throughout the duration of the contract without exception.

4. **LIQUIDATED DAMAGES:** Failure to complete all work within 110 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 **\$250** for each calendar day in excess of the authorized construction time. The Georgia Department of Transportation schedule for liquidated damages will not be used.
5. **PRECONSTRUCTION CONFERENCE:** The Contractor shall attend a pre-construction conference prior to commencing any work.
6. **PAYMENT:** Quantities are approximate and payment shall be for measurements of actual in-place work as per the plans and specifications. Any quantities exceeding the contract amount must be approved in writing by the County Engineer prior to completion of the work. Payment will not be made for additional quantities without prior, written approval.
7. **INCIDENTAL ITEMS OF CONSTRUCTION:** 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.
8. **PRECONSTRUCTION INSPECTION:** A preconstruction video, DVD 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 record the existing condition of the roadway. Documentation should include driveways, signs, utilities and any other improvements within 50 feet of the project limits.
9. **BITUMINOUS TACK:** Only Asphalt Cement, performance grade PG 58-22, PG 64-22 or PG 67-22 will be allowed. Emulsified asphalt shall not be used.
10. **LAYOUT OF THE WORK:** The requirements of Section 149 of the Georgia Department of Transportation standard specifications shall apply. The Contractor will layout his own construction survey work and be responsible for all measurements in connection therein.
11. **WATER:** All water used for construction shall be metered through an approved backflow prevention device and fire hydrant meter.
12. **STORM DRAINAGE:** All pipe will be reinforced concrete, class III. Pipe joints shall be wrapped with two layers of filter fabric 4 feet wide, centered on the joint with a minimum 1 foot overlap. The cost for this shall be included in the bid price for storm drain pipe. All pipes shall be stamped with a CPT stamp.
13. **PERMITS:** Contractor shall obtain a County Right of Way Encroachment Permit through the Public Works Department. **The Contractor shall be responsible for submitting a Notice of Intent (N.O.I.), including fees, to the Georgia Environmental Protection Division.** No additional contract time will be added for the 14-day waiting period.
14. **FORCE ACCOUNT:** When no agreement is reached for additional work to be done at Lump Sum or Unit Prices, then such additional work shall be done based on the following Cost-Plus-Percentage basis of payment:

a. For work performed by the prime contractor/general contractor, the contractor shall be reimbursed for actual cost incurred in doing the work, and an additional payment of 15% to cover overhead and profit.

b. For work performed by a sub-contractor, the sub-contractor shall be reimbursed for actual cost incurred in doing the work, and an additional payment of 10% to cover overhead and profit. The contractor shall be allowed an overhead and profit mark-up not to exceed 7% on the subcontractor's price. The County shall not recognize subcontractors of subcontractors.

c. The term "Actual Cost" shall include the cost of material and labor as follows:

- i. Material cost - Direct cost of material, sales tax, freight and equipment rental.
- ii. Labor cost - Man hour cost listed separately by trade, payroll costs including workman's compensation, social security, pension and retirement.

d. The term "Overhead and Profit" shall include bonds (Payment & Performance, Roof & Wall), insurance (Liability, Builders Risk), permits, supervision costs (cost of subcontractor to supervise own work, cost of contractor to supervise work of sub-contractor), proposal preparation and all administrative costs.

15. **CONSTRUCTION SCHEDULE:** The Contractor shall prepare a detailed schedule showing progress dates and completion dates of all phases of construction. The schedule shall be presented to the Project Engineer prior to commencing work and shall be updated and re-submitted with each request for payment.

16. **EXCESS DIRT:** Excess clean material, as determined by the engineer, removed from the site as the result of grading or other excavation shall be removed by the contractor. Debris and unsuitable material shall become the property of the contractor and removed from the site.

17. **SAMPLING AND TESTING OF MATERIALS:** All sampling and testing services shall be performed by an independent testing agency which operates in accordance to ASTM D3470 and E329, latest edition, and accepted by the County Engineer, at the contractor's expense. All sampling testing required for the project will be in accordance with the GDOT Sampling, Testing and Inspection Guidelines. It is understood that these are the minimum testing requirements and that additional testing may be requested by the Engineer, as needed. A minimum of 24 hours notice shall be given to the County Project Manager prior to work being completed which requires testing. A copy of all test reports shall be sent to the Project Manager. The cost associated with testing shall be included in the bid price for that item.

- a. Section 207 Backfill for Minor Structures - One sample per major soil type shall be taken to ensure that the material meets requirements for Type 1 Backfill material, unless embankment material is used which has already been established as meeting the Class IIB3 or better soil requirement. One in-place density test shall be taken for every three lines of longitudinal pipe between drainage structures or every 1,000 feet, whichever is less. One in-place density test shall be taken for every cross drain pipe which passes under the road. One in-place density test shall be taken for every five drainage structures. Required compaction is 95% of the maximum dry density with optimum moisture content as

determined by the testing agency. Testing as per GDT 7.

b. Section 208 Embankment- One sample per major soil type shall be taken to ensure that the material meets the requirement for Class IIB3 or better soils as per GDOT Standard Specification 810.2.01. One in-place density test shall be taken per area of embankment constructed at one time on every other lift, or every 2,000 cubic yards, whichever is less. Required compaction is a minimum of 95% of the maximum dry density and optimum moisture content as determined by the testing agency. Any areas that fail a compaction test must pass a retest prior to any additional embankment being placed at that location. Testing as per GDT 7, 20, 21, 24a, 24b, 59, 67.

c. Section 209 Subgrade - One in-place density test shall be taken per every 1,000 linear feet, maximum 24 foot width, for each section set up at one time. Compaction shall be a minimum of 100% of maximum dry density and optimum moisture content as determined by the testing agency. Any areas that fail a compaction test must pass a retest prior to placement of base course. The subgrade shall be proof rolled with a loaded dump truck and approved by the Engineer prior to placement of any base course. Testing as per GDT 7, 20, 24a, 24b, 59, 67.

d. Section 310 Graded Aggregate Construction - One thickness measurement and one in-place density test per 1,000 linear feet, maximum 24 foot width, for each section set up at one time. A proof roll with a loaded dump truck may be required by the Engineer prior to placement of any asphalt or bituminous prime coat. Testing as per GDT 21,59.

e. Section 400 & 402 Hot Mix Asphalt Construction - The contractor shall be responsible for comparison testing and quality assurance according to GDOT Standard Specification 400.3.06.A. 3.4. and compaction testing according to GDOT Standard Specification 400.3.06.B. This testing may be waived by the Engineer for projects with a total of 500 tons or less of asphalt.

f. Section 441 Miscellaneous Concrete - One set of test cylinders per each 100 cumulative cubic yards or one set per week if placement is less than 100 cumulative cubic yards per week. Air and slump test are required when cylinders are made and as necessary to insure adequate control. Cylinders shall be tested at 28 days in accordance with ASTM C39.

g. Section 500 Concrete Structures - One set of test cylinders per each 50 cubic yards or fraction thereof placed daily. Air and slump test are required when cylinders are made and approximately every third load thereafter to insure adequate control. Cylinders may be waived for certain items such as pipe headwalls, spillways, class B pavement widening, or other miscellaneous items as determined by the Engineer. Cylinders shall be tested at 28 days in accordance with ASTM C39. Additional cylinders may be taken for early breaks as necessary.

18. **GRADED AGGREGATE BASE:** The graded aggregate base shall be granite only. Limerock and recycled or crushed concrete are not approved base materials for this project.

19. **UTILITIES:** It shall be the Contractor's responsibility to coordinate with the utility

companies and to protect the existing facilities to remain.

20. **TRAFFIC CONTROL:** 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. 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.

**SPECIAL PROVISION**  
**PROMPT PAYMENT**

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Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than ten 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.

## Section 150—Traffic Control

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### 150.1 General Description

This section describes:

- Installation and maintenance of traffic control devices during construction Projects let to Contract by the Georgia Department of Transportation.
- Guidelines and procedures for reducing the speed limit in areas where workers are present, or where roadway or roadside conditions create a potential hazard from construction or maintenance activities.

Temporary speed limit reductions in Work zones must comply with Georgia Law (Code Section 40-6-188).

### 150.2 Definitions

The traffic control plan is defined in Special Provision Section 150, and is supplemented by the Plans, the Specifications, the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), and any applicable Supplemental Specifications.

Traffic control devices referred to in this section are devices specified in the Contract and the MUTCD and are used by a Contractor to regulate, warn, or guide traffic through a Project under construction.

### 150.3 Related References

#### A. Standard Specifications

Section 104—Scope of Work

Section 107—Legal Regulations and Responsibility to the Public

Section 108—Prosecution and Progress

Section 150—Traffic Control

Section 632—Portable Changeable Message Signs

#### B. Referenced Documents

Manual on Uniform Traffic Control Devices (MUTCD)

Official Code of Georgia Annotated (OCGA): 40-6-188

Georgia Utilities Coordinating Committee (GUCC) Manual (also known as Manual on Traffic Control Procedures for Utilities)

### 150.4 Submittals

#### A. Contractor Responsibilities

Prior to construction, the Contractor shall submit a detailed staging and traffic control plans for performing specific areas of the Work including but not limited to all traffic shifts, detours, bridge widening, paces, lane closures or other activities that disrupt traffic flow. A Plan of operation and sequence of Work, along with

## Section 150—Traffic Control

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any appropriate Provisions for traffic control, shall be submitted to the Project Engineer for prior approval before beginning any Work.

**NOTE: The Contractor's primary responsibility is for safe passage of pedestrian and vehicular traffic through the Work zone with minimal confusion and traffic flow disruption.**

At a minimum of 14 days before a major traffic shift on the Project, the Contractor shall submit additional traffic control details, as outlined in the Special Provisions, to the Project Engineer.

### **B. Project Engineer Responsibilities**

1. Before construction, inspect the initial installation of the traffic control devices.
2. Periodic inspections of the conditions of the devices and their effectiveness in the work zone.
  - a. If problems are encountered, the District Traffic Operations Office can assist with solutions to improve traffic control.
  - b. Document inspection in Contract Diary.
3. Daytime and Nighttime inspections should be made as conditions warrant.
4. Observe traffic movements while operating under the traffic control devices.
5. Report lane closures and openings as follows:
  - a. Report Projects that routinely require a lane closure only once, unless the operation changes, such as stopping Work for a long period of time or switching lanes.
  - b. Report intermittent lane closures each time they are closed to keep the Office of Construction aware of the actual Project conditions.
  - c. Follow the procedures outlined in Section C, Traffic Interruption Report.
6. Notify the Area Engineer when unusual situations arise that requires a lane closure. The Area Engineer should then notify the District Construction Office and the State Construction Engineer. Send a fax to the District Office and to the State Construction Office.
7. The Contractor shall not begin a major traffic shift until the Project Engineer has approved the following:
  - a. A set of traffic control details
  - b. Any proposed lane shifts, closures, or traffic pacing
  - c. The removal, storage, and protection of any existing street lights, signs, or sign supports
8. The Project Engineer will periodically prepare the Form T.C. 1, Traffic Control Inspection and submit it to the Contractor. The Project Engineer will review the form to ensure the Contractor has corrected all deficiencies in a timely manner. The Project Engineer will file all completed traffic control forms at the Project Office.

For further information, refer to Subsection 107.07, "Public Convenience and Safety" in the Specifications.

## Section 150—Traffic Control

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### C. Traffic Interruption Reports

Report all detours, road or lane closures, openings to traffic and other traffic interruptions using the Traffic Interruption Report.

The Office of Construction and the Communications Office use this form to stay informed of construction activities affecting traffic.

**Note: The form is an electronic form. The fill in version of the form is located on sv35, click on Forms97, click on Fill-ins and look for the Traffic Interruption form.**

Once the form is completely filled out, send the form by e-mail (or fax) to the following distribution lists:

All traffic interruptions in Clayton, Cobb, Dekalb, Douglas, Fulton, Gwinnett, and Rockdale Counties shall be reported to:

- Assistant State Construction Engineer
- Construction Liaison Engineer
- District Construction Engineer
- District Maintenance Engineer
- Area Engineer
- District Media Coordinator
- TMC via e-mail (TMC-TrafficInterruptionReports)
- Office of Communications via e-mail (Communications Office-TIR)

When the interruption (i.e., lane closure, detour, etc.) is actually in place notify TMC by Southern Linc (TMC SL # 28291) or 1-888-424-4929, or 404-624-2653 or fax 404-635-8004. When the interruption is complete and all lanes are open to traffic, notify TMC by Southern Linc or phone.

All traffic interruptions on the Interstate System – Statewide shall be reported as follows:

- Assistant State Construction Engineer
- Construction Liaison Engineer
- District Construction Engineer
- District Maintenance Engineer
- Area Engineer
- District Media Coordinator
- TMC via e-mail (TMC-TrafficInterruptionReports)
- Office of Communications via e-mail (Communications Office-TIR)

## Section 150—Traffic Control

When the interruption (i.e., lane closure, detour, etc.) is actually in place notify TMC by Southern Linc (TMC SL # 28291) or 1-888-424-4929, or 404-624-2653 or fax 404-635-8004. When the interruption is complete and all lanes are open to traffic, notify TMC by Southern Linc or phone.

All other traffic interruptions shall be reported to:

- District Construction Engineer
- District Maintenance Engineer
- Area Engineer
- District Media Coordinator

These traffic interruptions DO NOT require the notification of the Assistant State Construction Engineer, TMC, or Communications; unless it is determined the interruption would significantly disrupt traffic.

When filling out the form:

1. **TIME** section:
  - Put the hour and AM or PM, such as 7AM or 8PM. Do not add minutes to the **TIME** section.
2. **LOCATION** section:
  - Note the direction i.e. WB, NB, etc. Give specific names of the roads, mileposts or exit numbers. **Do not give station numbers. Be Specific.** Give as much specific information as needed to describe the location, and the number of lanes closed.
3. **HOW WILL TRAFFIC BE AFFECTED** section:
  - List the closure as single, double, pacing traffic, opening new lane, temporary ramp closure, shifting lanes, etc.
4. **PURPOSE** section:
  - Describe the work taking place, i.e. milling and resurfacing, striping, setting beams, utility work, etc.
5. **CONTACT** section:
  - The name of the Contractors representative who will be **ON SITE** during the traffic interruption. Also, the name of DOT representative who will be **ON SITE** during the traffic interruption.

All information on the bottom of the form must be filled in. If you have a Southern Linc add your number under "ADDITIONAL INFORMATION"

If the report submitted is for several days, note "**DAILY**" on the form.

**NOTE: If conditions during construction or traffic interruption reduce the horizontal clearance to less than 16 feet and/or reduce the vertical clearance to less than 15 feet, the reduced clearances shall be clearly noted under "Additional Information". If an oversize load detour is initiated, provide this information on the form. Send a copy of the form to Permits via e-mail, (OS/OW-**

## Section 150—Traffic Control

Traffic Interruption Reports), or fax to 404-635-8164(OW) and 404-635-8501 (OS). This applies to all interruptions regardless of county or route.

The form should contain only one activity per report, unless multiple activities will occur simultaneously in the same general location and during the same time frame.

The following schedule should be followed:

1. Notice of openings should be given two (2) weeks in advance of implementing the change.
2. Notice of detours should be given one (1) week prior to implementing.
3. Lane closures and other traffic interruptions should be reported a week in advance and at no time less than three (3) days prior to implementing.

Earlier notification is desirable.

**NOTE: If a computer is non accessible a hard copy of the Traffic Interruption Report, can be filled in by hand and faxed per current procedures.**

### 150.5 Materials

#### A. Delivery, Storage, and Handling

Store and protect removed streetlights, signs, or sign supports as required by the Contract provisions or as directed by the Engineer.

### 150.6 Construction Requirements

#### A. Personnel

The Contractor shall designate a qualified Worksite Traffic Control Supervisor (WTCS) who shall be responsible for administering the traffic control Plan according to the Contract.

##### 1. Worksite Traffic Control Supervisor (WTCS):

- Be responsible for selecting, installing and maintaining all traffic control devices in accordance with the Plans, Specifications, Special Provisions and the MUTCD.
- Have appropriate training in safe traffic control practices in accordance with Part VI of the MUTCD.
- Ensure that all traffic control devices are effective and comply with the Traffic Control Plan.
- Exercise full authority to act on behalf of the Contractor in administering the Traffic Control Plan.
- Be available on a 24-hour basis and be able to respond effectively to an emergency within 45 minutes of notification.
- Supervise the installation of the traffic control devices before construction.
- Review any modifications to the Traffic Control Plan before submitting them to the Project Engineer.

## Section 150—Traffic Control

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- Inspect the traffic control devices on a regular basis to ensure that they meet the requirements of the Traffic Control Plan.
- Monitor the Work to ensure that all potential hazards are kept clear of the traffic and that dust, mud, and debris do not interfere with normal traffic operations or adjacent property.
- Ensure that the WTCS is certified when working on limited access highways.

**NOTE: No Work shall begin on any phase of the Project unless the appropriate traffic control devices have been placed according to the Contract requirements.**

### 2. Flagger

- Flaggers shall be provided as required to handle traffic, as specified in the Plans or Special Provisions, and as required by the Engineer.
- All flaggers shall meet the requirements of the MUTCD and shall have received training and a certificate upon completion of the training from a Department approved training program.
- Failure to provide a certified flagger as required will be reason for the Project Engineer to suspend work involving the flagger(s) until the Contractor provides certified flagger(s).
- Flaggers must have proof of certification and a valid identification available when performing flagger duties.
- Flaggers shall wear high-visibility clothing in compliance with MUTCD.
- Flaggers shall use a Stop/Slow paddle meeting the requirements of the MUTCD for controlling traffic.
- Flags used shall meet the minimum requirement of the MUTCD.

## B. Equipment

### 1. Traffic Control Devices

All traffic control devices used during the construction of a project shall meet the Standards utilized in the MUTCD, and shall comply with the requirements of these Specifications, Project Plans, and Special Provisions. All traffic control devices used on any project shall be NCHRP 350 compliant.

### 2. Reflectorization Requirements

#### a. Interstate Highways:

- All construction warning signs (Black on Orange) shall meet the reflectorization requirements of Section 913, Type V diamond grade sheeting on all signs regardless of the mounting height.
- All other signs shall meet the requirements of Type I engineering grade unless otherwise specified.

**NOTE: Channelization devices shall meet the requirements of Section 913, Type III or IV high intensity sheeting.**

## Section 150—Traffic Control

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b. All other Highways:

- All reflectorization for permanent mounting height construction signs (Black on Orange), object markers, and channelization devices shall meet the reflectorization requirements of Section 913, Type III or IV unless otherwise specified.
- Portable signs which have rigid or flexible sign blanks shall have Type V diamond grade sheeting.
- Warning signs (W3-1a) for stop conditions that have rumble strips located in the travelway shall be reflectorized with Type V fluorescent yellow diamond grade sheeting.
- All other signs shall meet the requirements of Type I unless otherwise specified.

3. Loaning Traffic Signal Equipment

The Department may loan traffic signal equipment to a Contractor to expedite a project.

- a. The Project Engineer will determine if any equipment has been loaned to the Prime Contractor or any Subcontractor. If equipment has been loaned:
- The Project Engineer will determine the approximate value of the equipment. Traffic Operations can help the Project Engineer determine the signal equipment's value.
  - The value of the equipment shall be withheld from the estimate until the loaned equipment has been returned to the Department in good condition.
- b. Loaned equipment may not be used to accomplish the operational test period required by the Contract.
- c. Include on the final punch list any loaned equipment that has not been returned.

**NOTE: A Project should never receive final acceptance until all loaned equipment has been returned to the Department.**

- d. The Department will provide the Contractor with a complete list of all equipment loaned to the Contractor. The Contractor confirms receipt of the equipment by signing for the delivery.
- e. When the Contractor returns the equipment to the Department, he or she must furnish a complete list of all equipment returned.
- f. The Project Engineer will inventory the equipment to ensure it is returned and is in good condition.
- g. The Project Engineer will sign a release for the Contractor to acknowledge receipt of the equipment.

"Loaned equipment" discussed in this section does not include equipment supplied to the Contractor under Section 647 of the Specifications.

## **Section 150—Traffic Control**

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### **150.7 Construction**

#### **A. Inspection**

During the day and night, the Project Engineer will periodically inspect the traffic control devices and determine their effectiveness in the Work zone. The frequency of these inspections will depend on the type and volume of Work.

During an inspection, observe traffic movement while the devices are operating. If appropriate, include the District Traffic Operations Office in this inspection. If the inspection uncovers concerns, the District Traffic Operations Office may assist the Project Engineer with solutions for improved traffic control. When an inspection is complete, the Project Engineer will document the results in the Contract diary.

#### **B. Enforcement**

If deficiencies in traffic control are not satisfactorily corrected within a reasonable time period, or a maximum of 24 hours after notification, take the following steps:

1. The Project Engineer will set a deadline for making corrections noted on Form T.C. 1, Traffic Control Inspection Report. He or she will notify the Contractor's WTCS and the Project Superintendent in writing that the Department will take further action if the corrections are not made in a satisfactory and timely manner.
2. If the Contractor fails to meet the deadline, the Project Engineer will again notify the Project Superintendent in writing that the WTCS has failed to properly perform the duties of the job and will request that the Contractor cease all Work on the Project except for traffic and erosion control items.
3. The notification will state that if all required corrections are not made immediately, then all payments to the Contractor will be withheld and the WTCS will be placed on probation for failure to perform the duties of the job. If the WTCS has been extremely delinquent, the Project Engineer may direct that the WTCS be dismissed from the duties of administering traffic control and find an immediate replacement.
4. If the Contractor again fails to meet the deadline after the Work has stopped and payments withheld, the Project Engineer will notify the Contractor in writing that nonrefundable deductions for nonperformance will begin until the Project Engineer is satisfied that all corrections have been made. All work, except traffic control and erosion control, shall remain shut down until all required corrections have been made.
5. If the Contractor is delinquent or deficient in installing and maintaining traffic control, and the Project Engineer has carried out and properly documented the progressive steps listed above, the Project Engineer will require that the Contractor meet with the Department. The following people shall attend the meeting:
  - Area Engineer
  - District Construction Engineer (if available)
  - WTCS
  - Project Superintendent

## **Section 150—Traffic Control**

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- Project Superintendent's immediate supervisor
- 6. At the meeting, the Area Engineer will outline the traffic control deficiencies to the Contractor. The Contractor shall provide a Plan to ensure that the Project will be brought into compliance with the traffic control Plan by a specific date. Work shall not resume until an acceptable Plan is approved by the Area Engineer.

### **C. Restrictions**

The Project Engineer may restrict construction operations if the Work would seriously disrupt traffic flow when unusual traffic conditions exist, such as during holidays and bad weather.

### **D. Determining Reduced Speed Limits**

GaDOT is responsible for determining the appropriate speed limit reduction for all roadways under its supervision. The Contractor may request a reduction of the existing speed limit; however, GaDOT will make the final determination.

The Project Engineer gives written approval for reduction of the established speed limit before the contractor will be allowed to reduce the speed limit.

The Project Engineer responsible for the activity will determine the following:

- Appropriate speed limit reduction
- Duration of the speed limit reduction
- Length of the Work zone

The Project Engineer must get the Area Engineers concurrence before final approval is given to the contractor. The District Traffic Operations may be consulted for assistance as part of the review process.

The Area Engineer shall notify the District Construction Engineer and the District Traffic Engineer in writing a minimum of 48 hours prior to placing the new speed zone in operation; an E-mail or fax is acceptable with a hard copy to follow.

A temporary speed reduction zone will be established for a section of roadway according to an identified need such as:

- When workers are near a travel lane.
- When Work is being performed near a travel lane.
- When Temporary concrete barrier is located less than 2 feet (m) from the travelway.
- When the Contractor's request is justified.

A speed reduction will not be put in place for the entire length of the Project unless conditions require.

### **E. Work Zone Speed Limits**

The minimum reduction of the posted speed limit will be no less than 10 mph (16 kph) and a maximum reduction of no greater than 20 mph (32 kph).

## **Section 150—Traffic Control**

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Do not use regulatory speed limit signs (black on white) to reduce speeds to less than 10 mph (16 kph) below the original speed limit unless one or more of the following conditions exist in the Work zone:

- Sharp cresting vertical curves
- Horizontal shifts
- Work is performed near a travel lane

### **F. Signing Requirements for reduced speed limits**

To temporarily reduce the speed limit in a Work zone, use the following guidelines. For additional information, refer to the Special Provision for Section 150 for reduced speed signage requirements.

1. Erect a standard R2-5a (Reduced Speed Ahead) sign a minimum of 600 ft (183 m) in advance of the reduced speed zone.
2. Erect a standard R2-1 (Speed Limit XX) sign a minimum of 600 ft (183 m) in advance of the beginning of the reduced speed zone, if the speed limit will be reduced a total of 20 mph (32 kph). This sign reduces the speed in 10 mph (16 kph)-increments.
3. Erect a black on white regulatory R2-Special (Work Zone/Speed Limit XX/Minimum Fine \$100) sign 600 ft (183 m) past the previous sign erected in Step 1 or 2.
4. Erect intermediate R2-1 (Speed Limit XX) signs at intervals not exceeding one mile within the reduced speed zone.
5. Erect a standard R2-1 (Speed Limit XX) sign 600 ft (183 m) past the Work zone. This sign shall post the normal speed limit for the roadway.
6. Cover or remove all existing speed limit signs while the temporary reduction in the speed limit is in effect.

All signs will be erected in compliance with the minimum requirements of the MUTCD.

### **G. Documentation**

The Project Engineer shall record the following:

- The date and time that each temporary speed reduction zone is installed and removed
- The limits of the zone
- The traffic direction, if applicable

### **H. Portable Changeable Message Signs**

When using a Portable Variable Message Sign (PCMS) on a Project, place the PCMS ahead of the construction activity or road condition to prepare the motorist. Do not place the PCMS in permanent location miles in advance of the Work zone.

The PCMS message should be concise and meaningful. Display messages no more than two flashes as described below: (One flash is desirable, motorists may not see nor comprehend longer messages.)

## Section 150—Traffic Control

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- The first flash should direct the motorist to take a specific action, such as MERGE/RIGHT, KEEP/RIGHT, or REDUCE/SPEED.
- The second flash, if necessary, should inform the motorist of road conditions, such as LEFT/LANE/CLOSED, LANE/NARROWS/AHEAD, SHOULDER/DROP/OFF, WATER/IN/ROAD or TRUCKS/IN AND OUT.

Do not use confusing or frightening messages such as USE CAUTION, HAZARD AHEAD, or DANGER. Also, avoid messages such as BUCKLE/UP or DRIVE/SAFELY that diminish the impact of important messages.

When the PCMS is not needed, turn off the sign and remove it from the roadside.

### I. Traffic Control for Utility Work

When GaDOT's Contractor or Subcontractor performs utility Work, Traffic Control shall be in accordance with the Contract Specifications (typically Special Provision 150). When a utility or a Contractor hired by the utility performs utility Work, whether by permit or agreement, shall control traffic according to the current policy of the Utilities Office, even if the Department is reimbursing the utility through a Force Account or the Work lies within a construction Work area. The current policy can be viewed in the Utility Accommodation Policy and Standards Manual, current edition, including any addendums, or at the State Utilities Office web site.

The Utility is responsible for planning with the Department's Contractor a schedule of operations which will clearly set forth at which stage of the Contractor's operations the utility will be required to perform its relocation and adjustment work.

The Utility traffic control shall be in accordance with the Manual on uniform Traffic Control Devices (MUTCD), current edition. The Utility will plan and determine the scope of a temporary traffic control plan (TCP). The Utility shall indicate on each individual permit application whether the TCP is based on the typical application drawings contained in Part 6 of the MUTCD or a detailed TCP designed solely for a particular work site or a combination of both. If the Utility determines that a detailed TCP designed solely for a particular work site is needed, a copy of the detailed TCP shall be submitted with the permit application. The Department reserves the right to request a detailed TCP upon review of the permit applications.

Prior to commencing work associated with highway construction, whether by permit or agreement, the Utility shall notify the Department's Area Engineer or Project Engineer and present their work schedule and temporary traffic control plan in order to review for any changes from the preconstruction phase submittal and for understanding by all parties prior to occupying the work site.

All flaggers shall be certified from a Department approved training program. Flaggers shall have their certification with them at all times, when flagging, and may be subject to inspection. Failure to provide certified flaggers shall be reason for suspending work requiring the flagger(s) until a certified flagger can be provided.

The Engineer reserves the right to require additional flaggers, signs, warning lights, channelization devices and other safety devices as may be necessary to properly protect, warn and safeguard the traveling public. Continued failure of the Utility to comply with the requirement of this or any other related section will

## **Section 150—Traffic Control**

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result in the Engineer issuing a written order to stop work (i.e. Stop Work Order). Upon issuance of a stop work order, all utility work on the right of way will be suspended, except erosion control and traffic control, until corrective actions or deficiencies are addressed, and the Engineer issues a written resume work order.

Contact the State Utilities Office or your respective District Utilities Office for future guidance.

To obtain photocopies of the GUCC Manual and copies of individual traffic control plans, contact the District Utility Office.

### **150.8 Measurement**

When listed in the Contract, payment for Traffic Control will be made at the Lump Sum price bid, which will include all traffic control not paid for separately, and will be paid as follows:

When the first Construction Report is submitted, a payment of 25 (twenty-five) percent of the Lump Sum price will be made. For each progress payment thereafter, the total Project percent complete shown on the top of page one of the current construction report plus 25 (twenty-five) percent minus the previous payments will be paid, not to exceed 100 (one-hundred) percent.

### **150.9 Payment**

**NOTE:** Under normal circumstances the Project Engineer shall not withhold any percentage of payment due to be paid to the Contractor.

Revised: April 11, 2012  
Revised: April 30, 2012  
Revised: November 8, 2012  
Revised: November 16, 2012  
Revised: June 25, 2013

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Section 828—Hot Mix Asphaltic Concrete Mixtures**

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*Delete Section 828 and substitute the following:*

**828.1 General Description**

This specification includes the requirements for hot mix asphaltic concrete mixtures, including:

- Open-graded surface mixtures (OGFC and PEM)
- Stone Matrix Asphalt mixtures (SMA)
- Superpave mixtures
- Fine-graded (4.75 mm) mixtures

**828.1.01 Definitions**

The Nominal Maximum Sieve Size is one standard sieve size larger than the first sieve to retain more than ten percent of the aggregate, per AASHTO R35. Mixture types in this section are identified according to Nominal Maximum Sieve Size.

**828.1.02 Related References**

**A. Standard Specifications**

Section 400—Hot Mix Asphaltic Concrete Construction

Section 800—Coarse Aggregate

Section 802—Aggregates for Asphaltic Concrete

Section 819—Fiber Stabilizing Additives

Section 820—Asphalt Cement

Section 831—Admixtures

Section 882—Lime

Section 883—Mineral Filler

**B. Referenced Documents**

AASHTO R30

AASHTO R35

AASHTO T 321

AASHTO T 112

AASHTO T 209

AASHTO T 305

AASHTO T 312

AASHTO T 245

AASHTO T 340

SOP-36

SOP-2

GDT 1

GDT 56

GDT 63

GDT 66

GDT 114

GDT 115

GDT 123

QPL 1

QPL 2

QPL 7

QPL 26

QPL 41

QPL 77

QPL 81

## 828.2 Materials

### A. Requirements

Use approved hot mix asphalt concrete mixtures that meet the following requirements:

1. Produce each asphalt mixture according to a Department approved Job Mix Formula and Asphalt Mix Design, see Subsection 400.1 for submittal and approval of Job Mix Formulas.
2. Ensure individual acceptance test results meet the Mixture Control Tolerances specified in the appropriate table below, Subsections 828.2.01 through 828.2.04.
3. Ensure the Engineer approves all materials used to prepare and place the mixtures before incorporating them into the Work. Use only the ingredients listed in the approved Asphalt Mix Design and Job Mix Formula. For virgin aggregates use sources meeting the requirements of Section 802 and are listed in QPL 1 or QPL 2; for mixes in which local sand is permitted, use the approved sand source identified in the mix design. For mixtures containing Reclaimed Asphalt Pavement (RAP), use only RAP from the approved stockpile identified in the mix design. Use asphalt cement meeting the requirements of Section 820, from a source listed in QPL 7.
4. Obtain approved SMA mix designs, Superpave mix designs and 4.75 mm mix designs from a mix design laboratory certified by the Department. Obtain approved mix designs for types PEM and OGFC mixtures from the Department's Office of Materials, which produces and furnishes these mix designs.
5. Ensure all SMA mix designs are designed in accordance with GDT-123 ("Determining the Design Proportions of Stone Matrix Asphalt Mixtures"). Ensure SMA mix designs are verified and approved by the Department prior to use. Ensure Superpave and 4.75 mm mix designs are designed in accordance with SOP-2 ("Control of Superpave Bituminous Mixture Designs") and are approved by the Department as provided therein. Ensure these mixes are designed by a laboratory and technician certified in accordance with SOP-36, ("Certification of Laboratories and Personnel for Design of SMA and Superpave Asphalt Mixtures").
6. Use only mixtures composed of the aggregate groups and blends indicated in the Proposal and Plans by their pay item designations, defined as follows:

Pay Item Designation	Allowable Aggregate Groups
Group I or II	Group I, Group II, or Blend I
Group II only	Group II only
Blend I	Either 100% Group II material or a blend of Group I and Group II. Do not use Group I material for more than 60%, by weight, of the total aggregate nor

	more than 50%, by weight, of the coarse aggregate fraction.
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7. For patching or leveling use Group I, Group II, or Blend I. Mix types for patching and leveling are specified in Subsection 400.3.03.B.
8. Include lime (hydrated lime) from an approved source and meeting the requirements of Section 882 in all paving courses except as otherwise provided in the Contract. For a list of approved sources of lime, see QPL 41.
  - a. Add lime to each mixture at the rate prescribed in the approved mix design.
  - b. Ensure mix designs using only virgin aggregate include lime at a minimum rate of 1.00 % of the total dry aggregate weight. Ensure mix designs using RAP include lime at a minimum rate equal to 1.00 % of the virgin aggregate fraction plus 0.50 % of the aggregate in the RAP fraction.
  - c. Add more lime or add lime plus an approved Heat-Stable Anti-Stripping Additive meeting the requirements of Section 831, if necessary to meet requirements for mixture properties, and pursuant to an approved mix design. However, the Department will not make additional payment for these materials. For a list of sources of Heat-Stable Anti-Stripping Additives, see QPL 26.
  - d. Where specifically allowed in the contract on LARP, airport, and parking lot projects, an approved Heat-Stable Anti-Stripping Additive meeting the requirements of Section 831 may be substituted for hydrated lime. Ensure the mix gradation is adjusted to replace the lime with an equivalent volume of fines passing the 0.075 mm sieve. Add Heat-Stable Anti-stripping Additive at a minimum rate of 0.5 percent of the asphalt cement portion.
9. Use performance grade PG 64-22 or PG 67-22 asphalt cement in all mix designs and mixtures except as follows:
  - a. The State Materials Engineer will determine the performance grade to be used, based on Table 2 – Binders Selection Guideline for Reclaimed Asphalt Pavement (RAP) Mixtures, AASHTO M323 and laboratory testing results as required in Section 828.2.B. for mixtures containing  $\geq 25\%$  equivalent binder replacement for RAP/RAS mixtures.
  - b. Use only grade PG 76-22, excluding shoulder construction in the following mixes: all SMA, 12.5 mm PEM, 9.5 mm and 12.5 mm OGFC, 12.5 mm Superpave, on projects with ADT greater than 25,000; and in all mixtures for which polymer-modified asphalt is specified in the pay item.
10. Use of local sand is restricted as follows:
  - a. Do not place mixtures containing local sand on the traveled way of the mainline or ramps of the Interstate System. Mixtures with local sand may be used for shoulder construction on these facilities.
  - b. Ensure local sand will not constitute more than 20 % of the total aggregate weight of any mix design or production mix.
  - c. Subject to the above limits, 19 mm, 12.5 mm, and 9.5 mm Superpave mix designs and 4.75 mm mix designs containing local sand may be used on projects with a current ADT not exceeding 2,000.
  - d. 25 mm Superpave mix designs containing not more than 20 % local sand may be used on all facilities except the main line and ramps of the Interstate System.
  - e. Obtain local sand for use in asphalt mixtures from a source approved by the Department.
  - f. Approval of local sand sources: The Department will sample, test, and approve sources of local sand. Ensure local sand contains no more than 7.0 % clay by weight and is free of foreign substances, roots, twigs, and other organic matter. Ensure sand is free of clay lumps, as determined by AASHTO T 112, and has a sand equivalent value exceeding 25%, as determined by GDT 63.

#### **B. Fabrication**

1. Design procedures: For all Superpave and 4.75 mm mixes, ensure conformance with the Superpave System for Volumetric Design (AASHTO T 312 and AASHTO R30), as adapted in SOP-2. Ensure Superpave mixes are designed at a design gyration number ( $N_{des}$ ) of 65 gyrations and initial gyration number ( $N_{ini}$ ) of 6 gyrations. Ensure 4.75 mm mixes, ( $N_{des}$ ) are designed at 50 gyrations, and ( $N_{ini}$ ) at 6 gyrations. Open-graded mix designs will be designed by the Department in accordance with GDT 114. In all cases, the procedure for measuring Maximum Specific Gravity ( $G_{mm}$ ) is AASHTO T 209. In addition to gradation and volumetric analysis, ensure mix designs include the following performance tests, as applicable.
2. Performance Test:
  - a. Permeability test: Ensure Superpave and Stone Matrix mix designs include testing according to GDT -1 Measurement of Water Permeability of Compacted Asphalt Paving Mixtures. Ensure specimen air voids for this test are  $6.0 \pm 1.0\%$ . The average permeability of three specimens may not exceed 3.60 ft per day ( $125 \times 10^{-5}$  cm per sec).

- b. Moisture susceptibility test: Ensure mix designs of all types except open-graded surface mixes include testing for moisture susceptibility according to GD T 66. Ensure specimen air voids for this test are  $7.0 \pm 1.0\%$  for all mixes excluding Stone Matrix mixes. Ensure specimen air voids for this test are  $6.0 \pm 1.0\%$  for Stone Matrix mixes. The minimum tensile splitting ratio is 0.80, except a tensile splitting ratio of no less than 0.70 may be acceptable if all individual strength values exceed 100 psi (690 kPa). Ensure average splitting strength of the three conditioned and three controlled samples are not less than 60 psi (415 kPa) for either group. Ensure retention of coating as determined by GD T 56 is not less than 95%.
- c. Rutting susceptibility test: Ensure mix designs of all types except Open-graded Surface Mixes (OGFC and PEM), and mixtures designed exclusively for trench widening include testing according to GD T 115 or AASHTO T 340. Design limits for this test are as follows: Ensure specimen air voids for this test are  $5.0 \pm 1.0\%$  for all mix types incorporating  $\geq 15$  percent RAP, excluding SMA mixtures. Ensure specimen air voids for this test are  $6.0 \pm 1.0\%$  for all mix types incorporating  $< 15$  percent RAP, excluding SMA mixtures. Ensure specimen air voids for this test are  $6.0 \pm 1\%$  for all SMA mixtures. Ensure testing temperature is  $64^\circ\text{C}$  ( $147^\circ\text{F}$ ) for all mix types except 19 mm and 25 mm Superpave mixes, which are to be tested at  $49^\circ\text{C}$  ( $120^\circ\text{F}$ ). Ensure maximum deformation is 5.0 mm for all mixes except 4.75 mm mix, 9.5 mm Types I and II Superpave mixes. Ensure maximum deformation for the 9.5 mm Type II Superpave mix is 6.0 mm at  $64^\circ\text{C}$  ( $147^\circ\text{F}$ ) and 8.0 mm at  $64^\circ\text{C}$  ( $147^\circ\text{F}$ ) for the 4.75 mm and 9.5 mm Type I Superpave mix.
- d. Fatigue testing: The Department may verify dense-graded mix designs by fatigue testing according to AASHTO T 321 or other procedure approved by the Department.
- e. Hamburg Wheel-Tracking Test: The Department may verify Warm Mix Asphalt dense-graded mix designs or mix designs incorporating Polyphosphoric Acid (PPA) modified binders by Hamburg Wheel-tracking testing according to AASHTO T 324.

#### C. Acceptance

See Subsection 106.03 and Section 400. Ensure individual test results meet the Mixture Control Tolerances listed in Subsections 828.2, 828.2.01, 828.2.02, 828.2.03, or 828.2.04, whichever applies with the following exception. Ensure field verification results for rutting susceptibility tests performed on laboratory fabricated and/or roadway cores obtained from asphalt plant produced mixtures meet specified requirements with a tolerance of  $\pm 2.0$  mm.

#### D. Materials Warranty

See General Provisions 101 through 150.

### 828.2.01 Open-Graded Surface Mixtures

#### A. Requirements

Produce the mixture according to an approved mix design and Job Mix Formula. Ensure Open-Graded Surface Mixtures meet the following mixture control tolerances and mix design criteria:

Sieve Size	Mixture Control Tolerance, %	Design Gradation Limits, % Passing		
		9.5 mm OGFC	12.5 mm OGFC	12.5 mm PEM
3/4 in (19 mm) sieve	$\pm 0.0$		100*	100*
1/2 in (12.5 mm) sieve	$\pm 6.1$	100*	85-100	80-100
3/8 in (9.5 mm) sieve	$\pm 5.6$	85-100	55-75	35-60
No. 4 (4.75 mm) sieve	$\pm 5.7$	20-40	15-25	10-25
No. 8 (2.36 mm) sieve	$\pm 4.6$	5-10	5-10	5-10
No. 200 (75 $\mu\text{m}$ ) sieve	$\pm 2.0$	2-4	2-4	1-4
Range for % AC	$\pm 0.4$	6.0-7.25	5.75-7.25	5.5-7.0
Class of stone (Section 800)		"A" only	"A" only	"A" only
Drain-down (AASHTO T305), %		$< 0.3$	$< 0.3$	$< 0.3$

\* Mixture control tolerance is not applicable to this sieve for this mix.

1. In 12.5 mm and 9.5 mm OGFC and 12.5 mm PEM mixes, use only PG 76-22 asphalt cement (specified in Section 820).

2. Ensure all OGFC and PEM mixes include a stabilizing fiber of the type (cellulose or mineral) specified in the mix design and meeting the requirements of Section 819. Ensure the dosage rate is as specified in the mix design and sufficient to prevent drain-down exceeding the above tolerance.

#### B. Fabrication

See Section 400.

### 828.2.02 Stone Matrix Asphalt Mixtures

#### A. Requirements

Produce the mixture according to an approved mix design and Job Mix Formula. Ensure Stone Matrix Asphalt mixtures meet the following mixture control tolerances and mix design criteria:

Sieve Size	Mixture Control Tolerance	Design Gradation Limits, Percent Passing		
		9.5 mm SMA	12.5 mm SMA	19 mm SMA
1- in (25 mm) sieve	±0.0			100*
3/4 in (19 mm) sieve	±7.0	100*	100*	90-100
1/2 in (12.5 mm) sieve	±6.1	98-100**	85-100	44-70
3/8 in (9.5 mm) sieve	±5.6	70-100	50-75	25-60
No. 4 (4.75 mm) sieve	±5.7	28-50	20-28	20-28
No. 8 (2.36 mm) sieve	±4.6	15-30	16-24	15-22
No. 50 (300 µm) sieve	±3.8	10-17	10-20	10-20
No. 200 (75 µm) sieve	±2.0	8-13	8-12	8-12
Range for % AC (Note 1)	±0.4 (Note 2)	6.0-7.5	5.8-7.5	5.5-7.5
Design optimum air voids (%)		3.5 ±0.5	3.5 ±0.5	3.5 ±0.5
% aggregate voids filled with AC (VFA)		70-90	70-90	70-90
Tensile splitting ratio after freeze-thaw cycle GDT-66		80%	80%	80%
Drain-down (AASHTO T305), %		<0.3	<0.3	<0.3

\*Mixture control tolerance is not applicable to this sieve for this mix.

\*\*Mixture control tolerance is ± 2.0% for this sieve for 9.5 mm SMA mixes placed at spread rates greater than 135 lb/yd<sup>2</sup>. For 9.5 mm SMA mixes placed at spread rates of 135 lb/yd<sup>2</sup> or less, 100 % passing is required on this sieve.

Note 1: Range for % AC is Original Optimum AC (OOAC) at 35 gyrations (Gyratory compactor) or 50 blows (Marshall compactor) prior to Corrected Optimum AC (COAC) calculation detailed in GDT 123 (Appendix A)

Note 2: Quality Acceptance Test Results for AC content that deviate > ± 0.3% from the approved Job Mix Formula (JMF) consistently over three lots may subject the mix to a revised AC content on project JMF at the discretion of the State Materials Engineer based on statistical trend.

1. Ensure SMA mixtures are compacted at 35 gyrations with the Superpave Gyratory compactor or 50 blows with the Marshall compactor.
2. Ensure SMA mixtures contain mineral filler and fiber stabilizing additives and meet the following requirements:
  - a. Asphalt cement grade PG-76-22 (specified in Section 820) is required in all SMA mixtures.
  - b. Aggregates for SMA meet the requirements of Subsection 802.2.02.A.3.
  - c. Use the approved mineral filler specified in the mix design and meeting the requirements of Section 883. Approved sources of mineral filler are listed in QPL 81.

Use the approved Fiber Stabilizing Additive of the type (cellulose or mineral) specified in the mix design and meeting the requirements of Section 819. Approved sources of Fiber Stabilizing Additive are listed in QPL 77. The dosage rate will be as specified in the mix design and sufficient to prevent drain-down exceeding the above tolerance.

## B. Fabrication

See Section 400.

### 828.2.03 Superpave Asphalt Concrete Mixtures

#### A. Requirements for Superpave Mixtures (except Parking Lot Mixtures)

Produce the mixture according to an approved mix design and Job Mix Formula. Ensure Superpave Asphalt Concrete mixtures meet the following mixture control tolerances and mix design limits:

1. Gradation limits for Superpave mixtures are as follows:

Sieve Size	Mixture Control Tolerance	Design Gradation Limits, Percent Passing				
		9.5 mm Superpave Type I	9.5 mm Superpave Type II	12.5 mm Superpave (Note 1)	19 mm Superpave	25 mm Superpave
1½ in (37.5 mm)						100*
1- in (25.0 mm)	± 8.0			100*	100*	90-100
¾ in (19.0 mm)	±8.0**	100*	100*	98-100****	90-100	55-89**
½ in (12.5 mm)	±6.0***	98-100****	98-100****	90-100	60-89***	50-70
3/8 in (9.5 mm)	±5.6	90-100	90-100	70-89	55-75	
No. 4 (4.75 mm) s	±5.6	65-85	55-75			
No. 8 (2.36 mm)	±4.6	48-55	42-47	38-46	32-36	30-36
No. 200 (75 µm)	±2.0	5.0-7.0	5.0-7.0	4.5-7.0	4.0-6.0	3.5-6.0
Range for % AC (Note 3)	± 0.4 (Note 2)	5.50-7.25	5.25-7.00	5.00-6.25	4.25-5.50	4.00-5.25

\* Mixture control tolerance is not applicable to this sieve for this mix.

\*\* Ensure mixture control tolerance is within ± 10.0% for this sieve for 25 mm Superpave.

\*\*\*Ensure mixture control tolerance is within ± 8.0% for this sieve for 19 mm Superpave.

\*\*\*\*Ensure mixture control tolerance is within ± 2.0% for this sieve for 12.5 mm and 9.5 mm mixes.

Note 1: Use PG 76-22 in 12.5 mm Superpave, excluding shoulder construction, on all projects with ADT greater than 25,000 as detailed in the Contract Pay Item.

Note 2: Quality Acceptance Test Results for AC content deviating > ± 0.3 % from the approved Job Mix Formula (JMF) consistently over three Lots may subject the mix to a revised AC content on the project JMF at the discretion of the State Materials Engineer based on statistical trend.

Note 3: Range for % AC is Original Optimum AC (OOAC) at 65 gyrations prior to the Corrected Optimum AC (COAC) calculation detailed in SOP 2 (Appendix D).

2. Volumetric limits are as follows:

Design Parameter	Mix Type	Limits
% of Max. Specific Gravity (Gmm) at design gyrations, (Ndes)	All	96%
% Gmm at the initial number of gyrations, Ni	All	91.5% maximum
% voids filled with asphalt (VFA) at Ndes	9.5 mm Type I	Min. 72; Max. 80
	9.5 Type II and 12.5 mm	Min. 72; Max. 76
	19 mm	Min. 71; Max 76
	25 mm	Min. 69; Max 76
Fines to effective asphalt binder ratio (F/Pbe)	9.5 mm Type I	0.6 to 1.4
	All other types	0.8 to 1.6
Minimum Film Thickness (microns)*	All	> 7.00
Minimum % Voids in Mineral Aggregate (VMA) Note: VMA shall be calculated using the effective specific gravity of the aggregate (Gse). See SOP-2SP.	25 mm	13.0
	19 mm	14.0
	12.5 mm	15.0
	9.5 Type I	16.0
	9.5 Type II	16.0

\*Superpave Mixtures approved prior to January 31, 2012, may be adjusted to meet Minimum Film Thickness requirements by the State Materials Engineer.

**B. Requirements for Superpave Parking Lot Mixes (NOT FOR STANDARD HIGHWAY/STREET PAVING)**

1. Surface Layers for parking facilities:

Sieve Size	Mixture Control Tolerance	Design Gradation Limits, Percent Passing		
		4.75 mm Mix	9.5 mm Superpave Type I	9.5 mm Superpave Type II
1- in (25.0 mm) sieve	± 8.0			
3/4 in (19.0 mm) sieve	±8.0**		100*	100*
1/2 in (12.5 mm) sieve	±6.0	100*	98-100****	98-100****
3/8 in (9.5 mm) sieve	±5.6	90-100	90-100	90-100
No. 4 (4.75 mm) sieve	±5.6	75-95	65-85	55-75
No. 8 (2.36 mm) sieve	±4.6	60-65	48-55	42-47
No. 50 (300 µm) sieve	+3.8	20-50		
No. 200 (75 µm) sieve	±2.0	4-12	5.0-7.0	5.0-7.0
Range for Total AC	+ 0.4	6.00 - 7.50	5.50 - 7.25	5.25 - 7.00

\* Mixture control tolerance is not applicable to this sieve for this mix.

\*\*\*\*Ensure mixture control tolerance is within ± 2.0% for this sieve for 12.5 mm and 9.5 mm mixes.

2. Subsurface Layers for parking facilities:

Sieve Size	Mixture Control	Design Gradation Limits, Percent Passing	
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	Tolerance	12.5 mm Superpave	19 mm Superpave	25 mm Superpave
				100*
1- in (25.0 mm) sieve	± 8.0	100*	100*	90-100
3/4 in (19.0 mm) sieve	±8.0**	98-100****	90-100	55-89**
1/2 in (12.5 mm) sieve	±6.0***	90-100	60-89***	50-70
3/8 in (9.5 mm) sieve	±5.6	70-89	55-75	
No. 8 (2.36 mm) sieve	±4.6	38-46	32-36	30-36
No. 200 (75 µm) sieve	±2.0	4.5-7.0	4.0-6.0	3.5-6.0
Range for Total AC	+ 0.4	5.00 - 6.25	4.25 - 5.50	4.00 - 5.25

\*Mixture control tolerance is not applicable to this sieve for this mix.

\*\*Ensure mixture control tolerance is within ±10.0% for this sieve for 25 mm Superpave mixes.

\*\*\* Ensure mixture control tolerance is within ±8.0% for this sieve for 19 mm Superpave mixes.

\*\*\*\*Ensure mixture control tolerance is within ±2.0% for this sieve for 12.5 mm and 9.5 mm Superpave mixes.

3. Volumetric limits for parking facilities are as follows:

Design Parameter	Mix Type	Limits
% of Max. Specific Gravity (Gmm) at design gyrations, Ndes)	All	96%
% Gmm at the initial number of gyrations, Ni	All	91.5 % maximum
% voids filled with asphalt (VFA) at Ndes	9.5 mm Type I	Min. 72; Max. 80
	9.5 Type II and 12.5 mm	Min. 72; Max. 78
	19 and 25 mm	Min. 71; Max 76
Fines to effective asphalt binder ration (F/Pbe)	9.5 mm Type I	0.6 to 1.4
	All other types	0.8 to 1.6
Minimum Film Thickness (microns)*	4.75 mm	> 6.00
	All other types	> 7.00
Minimum % Voids in Mineral Aggregate (VMA)  Note: VMA shall be calculated using the effective specific gravity of the aggregate (Gse). See SOP-2	25 mm	13.0
	19 mm	14.0
	12.5 mm	15.0
	9.5 mm Types I, II	16.0

\* Mixtures approved prior to January 31, 2012, may be adjusted to meet Minimum Film Thickness requirements by the State Materials Engineer.

### C. Fabrication

See Section 400.

### 828.2.04 Fine-Graded Mixtures

#### A. Requirements

Produce the mixture according to an approved mix design and Job Mix Formula. Ensure that fine-graded mixtures meet the following mixture control tolerances and design limits:

#### ASPHALTIC CONCRETE - 4.75 mm Mix

Sieve Size	Mixture Control Tolerance	Design Gradation Limits, % passing
1/2 in (12.5 mm) sieve*	±0.0	100*
3/8 in (9.5 mm) sieve	±5.6	90-100
No. 4 (4.75 mm) sieve	±5.7	75-95
No. 8 (2.36 mm) sieve	±4.6	60-65
No. 50 (300 µm) sieve	±3.8	20-50
No. 200 (75 µm) sieve	±2.0	4-12
Range for % AC	±0.4	6.00 – 7.50
Design optimum air voids (%)		4.0 – 7.0
% Aggregate voids filled with AC		60 - 80
Minimum Film Thickness (microns)**		> 6.00

\* Mixture control tolerance is not applicable to this sieve for this mix.

\*\* 4.75 mm Mixtures approved prior to January 31, 2012, may be adjusted to meet Minimum Film Thickness requirements by the State Materials Engineer.

**B. Fabrication**

See Section 400.

**C. Acceptance**

See Subsection 106.3 and Section 400. Ensure individual test results meet the Mixture Control Tolerances listed in Subsections 828.2, 828.2.01, 828.2.02, 828.2.03, 828.2.04, whichever applies.

**D. Materials Warranty**

See General Provisions 101 through 150.

## ATTACHMENT A

### DRUG - FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE **\*\*DRUG-FREE WORKPLACE\*\***, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

\_\_\_\_\_  
certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as procurement **BAMBOO FARMS ENTRANCE AND PARKING LOT IMPROVEMENTS** (PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
DATE

## ATTACHMENT B

### PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We), \_\_\_\_\_  
Name

\_\_\_\_\_  
Title Name of Bidder

(herein after Company) in consideration of the privilege to bid/or propose on the following Chatham County project procurement **BAMBOO FARMS ENTRANCE AND PARKING LOT IMPROVEMENTS** hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT C

### DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

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

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

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6. List any contracts not completed on time.  

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

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

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I, \_\_\_\_\_, as \_\_\_\_\_  
Name of individual Title & Authority

of \_\_\_\_\_, declare under oath that

Company Name \_\_\_\_\_

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

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_ by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

Resident State: \_\_\_\_\_

DPC Form #45

## ATTACHMENT D

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**ATTACHMENT E**

**CHATHAM COUNTY, GEORGIA**

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

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

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

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

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(Printed or typed Name of Signatory)

---

(Signature)

---

(Date)

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

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

## ATTACHMENT F

**Chatham County**  
**Minority and Women Business Enterprise Program**  
**M/WBE Participation Report**

Name of Bidder: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Bid No: \_\_\_\_\_

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total \_\_\_\_\_

WBE Total \_\_\_\_\_%

M/WBE Combined \_\_\_\_\_%

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

Signature \_\_\_\_\_ Print \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Fax ( ) \_\_\_\_\_

## ATTACHMENT G

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

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a Chatham County contract for \_\_\_\_\_. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

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

**OR**

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

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

Signature of Applicant: \_\_\_\_\_

Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public  
My Commission Expires:

\* \_\_\_\_\_  
Alien Registration number for non-citizens.

## ATTACHMENT H

### Chatham Apprentice Program Documentation

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

Contractor \_\_\_\_\_

Name of Project \_\_\_\_\_

Contract No. \_\_\_\_\_

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

Date of Inquiry

# of Available Participants

\_\_\_\_\_

\_\_\_\_\_

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

# \_\_\_\_\_

Trade Category \_\_\_\_\_

# \_\_\_\_\_

Trade Category \_\_\_\_\_

# \_\_\_\_\_

Trade Category \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## REFERENCE FORM

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

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

## REFERENCE FORM

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- a. Project Name: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Owner: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City and State: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Phone & Fax: \_\_\_\_\_  
 \*Architect or Engineer: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Phone & Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_
- b. The awarded bid amount and project start date. \_\_\_\_\_
- c. Final cost of project and completion date. \_\_\_\_\_
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- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? \_\_\_\_\_ If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution. \_\_\_\_\_

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

## **CHECKLIST FOR SUBMITTING BID**

**Sign below and submit this sheet with Bid**

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

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

\_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

LEGAL NOTICE

CC NO. 165813

Invitation to Bid

Sealed Bids will be received until 2:00 P.M. on JULY 8, 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 : 14-0067-4 BAMBOO FARMS ENTRANCE AND PARKING LOT IMPROVEMENTS

**PRE-BID CONFERENCE:** Conference will be held at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on JUNE 24, 2014, at 10:00 AM. You are encouraged to attend.

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

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

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

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

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

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

  
MARGARET H. JOYNER, PURCHASING AGENT

SAVANNAH NEWS/PRESS INSERT: Jun. 9, Jun. 23, 2014

Please send affidavit to:

Chatham County Purchasing & Contracting Department  
1117 Eisenhower Drive, Suite C  
Savannah, Georgia 31406  
(912) 790-1622