

INVITATION TO BID

BID NO. 15-0101-4

**TURNER'S CREEK BOAT RAMP IMPROVEMENTS – PHASE II – BUILDING AND
PAVILION**

PRE-BID CONFERENCE: 2:00 PM, OCTOBER 1, 2015

BID OPENING: 2:00 PM, OCTOBER 15, 2015

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.**

 ☒ GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

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

 ☒ PROPOSAL

 ☒ PLANS/SPECIFICATIONS – Plan Sheets must be purchased at Clayton Digital Reprographics by logging into www.cdrepro.com. Login to DFS. New users must register. For technical support contact CDR at (912) 447-5445, fax (912) 233-7020 or email: cdwest@cdrepro.com.

 ☒ BID SCHEDULE

 PERFORMANCE BOND – Required at the time of contract.

 PAYMENT BOND – Required at the time of contract.

 CONTRACT

 ☒ LEGAL NOTICE

 ☒ 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

 ☒ 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: September 11, 2015

BID NO. 15-0101-4

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, OCTOBER 15, 2015,** at which time they will be opened and publicly read. **The County reserves the right to reject all bids that are non-responsive or not responsible.**

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

A **Pre-bid Conference** has been scheduled to be conducted **at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, on OCTOBER 1, 2015, at 2:00 PM.,** 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 Director, Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**

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

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

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

request for proposals.

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

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

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

1.15 **Performance Evaluation:** On 11 April 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date. Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Director.

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

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

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

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

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

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

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

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

Systematic Alien Verification for Entitlements (SAVE) Program: O.C.G.A. 50-36-1, required Georgia's counties to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the County are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for Chatham County Benefit Application prior to receiving any County contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

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

- 1.19 **Chatham Apprentice Program Hiring:** Chatham County has established a Chatham Apprentice Program (CAP) to train area residents in the building trades. Successful Contractor shall be required to make a good faith effort to utilize labor from the CAP Program on this project when feasible. A Good Faith Effort will be demonstrated by documentation of inquiry into CAP labor available and resulting hiring of CAP labor or providing reasons for Contractor not utilizing any CAP labor. Form demonstrating Good Faith Effort is enclosed in this bid package. Contractor shall complete the form and return with their first pay request.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

2.16.3 Special Requirements:

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

2.16.4 **Additional Coverage for Specific Procurement Projects:**

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

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

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

<u>Minimum Limits:</u>	All-Risk coverage equal 100% of contract value
<u>Coverage Requirements:</u>	Occupancy Clause - permits County to use the facility prior to issuance of Notice of Substantial Completion.

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

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

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

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

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

In the event all responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making

changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.

2.23 Debarred or Suspended Subcontractors.

CONTRACTOR shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <https://www.epls.gov> or the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with the County or other government entities. Contractor shall immediately notify County in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

2.24 Cone of Silence:

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

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

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

Goals established for this project is 30% Combined.

- c. A Minority/Female Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.
- 2.26 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBEs. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered nonresponsive.

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

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

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

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

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

- 2.28 **GEORGIA TRADE SECRET ACT of 1990** - In the event a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a Trade Secret. The County will maintain the confidentiality of such trade secrets to the extent

provided by law.

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

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

a. Project Name: _____

Location: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone & Fax: _____

*Architect or Engineer: _____

Contact: _____

Phone & Fax: _____

b. The awarded bid amount and project start date.

Final cost of project and completion date.

Number of change orders.

Contracted project completion in days.

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

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

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

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

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

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

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

ADDITIONAL CONDITIONS

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

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

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

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

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

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

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

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

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

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. 15-0101-4

TURNER'S CREEK BOAT RAMP IMPROVEMENTS – PHASE II – BUILDING AND PAVILION

The project is at the Turner's Creek Boat Ramp in unincorporated Chatham County.

The work consists of furnishing all materials, labor and equipment for: a new concrete block building featuring a Marine Patrol office, separate men's and women's restroom facilities, a picnic pavilion and landscaping.

All work under this contract shall be in accordance with the plans and specifications and conform to applicable state, county and municipal requirements and codes.

NOTE: DRAWINGS MUST BE PURCHASED FROM CLAYTON DIGITAL
REPOGRAPHICS (CDR)

This shall be a Line Item contract.

COMMENCEMENT AND COMPLETION:

**WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO
PROCEED". ALL WORK SHALL BE COMPLETED WITHIN 90 CALENDAR DAYS
AFTER THE TEN DAY PERIOD.**

BID SHEET FOR : 15-0101-4**TURNER'S CREEK BOAT RAMP IMPROVEMENTS - PHASE II BUILDING AND PAVILION**

ITEM	DESCRIPTION	QTY.	U/M	UNIT COST	TOTAL COST
BUILDING / PAVILION					
1	Combined Unit Price (includes but not limited to structure, mechanical, electrical & plumbing)	1	lump sum		
LANDSCAPING/ IRRIGATION					
1	Landscaping / Irrigation Complete	1	lump sum		
EROSION & SEDIMENT CONTROL					
1	Silt Fence (Type C)	1000	LF		
2	Temporary Grassing	500	SY		
3	Permanent Grassing	500	SY		

TOTAL BID	
------------------	--

NAME/ TITLE

COMPANY

ADDRESS

PHONE/FAX NO'S.

E-MAIL

LIST OF SUBCONTRACTORS

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

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

SIGNED: _____
CONTRACTOR

SPECIAL CONDITIONS

Turner's Creek Boat Ramp Improvement Project: Phase II—Building and Pavilion

1. **DESCRIPTION OF WORK:**

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

A new concrete block building featuring a Marine Patrol office, separate men's and women's restroom facilities, a picnic pavilion and landscaping.

A location map, construction plan and other details for the project are provided elsewhere in these contract documents.

All work under this contract shall be in accordance with the plans and specifications and conform to applicable state, county and municipal requirements and codes.

Contract administration and inspection will be performed by Chatham County.

All subcontractors shall 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 and other documents hereto attached and make a personal examination of the site of the proposed work, and has satisfied him or herself as to the actual conditions and requirements of the work.

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

2. **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 90 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 included within the limits of the project throughout the duration of the contract without exception.

4. **LIQUIDATED DAMAGES:** Failure to complete the work within the duration given in Item #2 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 in the amount of **\$500 for each calendar day** in excess of the authorized construction time.

5. **CONSTRUCTION SCHEDULE:** The Contractor shall prepare a detailed schedule showing progress dates and completion dates of all phases. The schedule shall be presented to the County Engineer prior to commencing work.
6. **CONSTRUCTION STAGING:** At no time will the Contractor be allowed to close the entire site during construction.
7. **LAYOUT OF THE WORK:** Contractor will layout his own construction survey work and be responsible for all measurements in connection therein.
8. **PAYMENT:** Payment shall be for actual work in-place according to the contract and plans. Any quantity of material exceeding the contract amount shall 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 of the County Engineer.**
9. **PRE-CONSTRUCTION INSPECTION:** A preconstruction video, DVD or CD of photographs is required and shall be submitted to Chatham County Department of Engineering for approval prior to the start of work.
10. **PRE-CONSTRUCTION CONFERENCE:** The Contractor shall attend a pre-construction conference prior to commencing any work.
11. **EXCESS SOIL:** Excess clean material, as determined by the engineer, as the result of grading or other excavation shall be removed from the site by the contractor. Debris and unsuitable material shall become the property of the contractor and removed from the site.
12. **DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor is required to certify a drug-free workplace for all employees including all sub-contractors.
13. **MINORITY PARTICIPATION GOAL:** The Contractor shall establish a goal of a minimum of 30% participation by minority owned businesses to function as sub-contractors. The contractor shall include a plan with the bid proposal to show how minority sub-contractors are to be encouraged to participate. Also, the contractor shall provide documentation showing the procedures actually accomplished to meet the goal. Should the goal not be met, the documentation will provide evidence that a concerted effort to solicit minority sub-contractors was made. The Contractor will submit a quarterly report to the County Engineer during the duration of the project describing the effectiveness of the minority participation. A final report must accompany the final payment request. A copy of the form to be used for the quarterly and final Minority Business Enterprise (M.B.E.) report is enclosed in the contract documents.
14. **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.
15. **PERMITS:** Chatham County has obtained permits from the Georgia DNR-Coastal Resources Division and the United States Army Corps of Engineers. All construction must be in

accordance with these permits. The Contractor is also responsible for obtaining all necessary building inspections and permits, including fees, as well as a Certificate of Occupancy for the building.

16. **FORCE ACCOUNT:** When no agreement is reached for additional work to be done at Lump Sum or Unit Prices, then such additional work shall be done based on the following Cost-Plus-Percentage basis of payment. The Georgia Department of Transportation specifications for the use of a force account will not be used.

- a. For work performed by the prime contractor/general contractor, the contractor shall be reimbursed for actual cost incurred in doing the work, and an additional payment of 15% to cover overhead and profit.
- b. For work performed by a sub-contractor, the sub-contractor shall be reimbursed for actual cost incurred in doing the work, and an additional payment of 10% to cover overhead and profit. The contractor shall be allowed an overhead and profit mark-up not to exceed 7% on the subcontractor's price. The County shall not recognize subcontractors of subcontractors.
- c. The term "Actual Cost" shall include the cost of material and labor as follows:
 - i. Material cost - Direct cost of material, sales tax, freight and equipment rental.
 - ii. Labor cost - Man hour cost listed separately by trade, payroll costs including workman's compensation, social security, pension and retirement.
- d. The term "Overhead and Profit" shall include bonds (Payment & Performance, Roof & Wall), insurance (Liability, Builders Risk), permits, supervision costs (cost of subcontractor to supervise own work, cost of contractor to supervise work of subcontractor), proposal preparation and all administrative costs.

17. **UTILITIES:** Contractor shall be responsible for all utility coordination and protection, including required utility relocation.

18. **PRIME CONTRACTOR REPRESENTATIVE:** A representative of the prime contractor capable of making construction related decisions involving the project shall be on-site at all times during construction activities. If at any time during construction activities a site representative of the prime contractor is not on-site, Chatham County shall be entitled to deduct liquidated damages in the amount of **\$250** per violation. A sub-contractor shall not be an approved representative of the prime contractor.

Revised: November 8, 2005

Revised: November 7, 2006

Revised: July 15, 2008

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 161—Control of Soil Erosion and Sedimentation

Add the following:

161.1 General Description

This Work includes using control measures shown on the Plans, ordered by the Engineer, or as required during the life of the Contract to control soil erosion and sedimentation through the use of any of the devices or methods referred to in this Section.

161.1.01 Definitions

Certified Personnel— certified personnel are defined as persons who have successfully completed the Level IA certification course approved by the Georgia Soil and Water Conservation Commission. For Department projects the certified person must also have successfully completed the Department's WECS certification course.

Design Professional as defined in the current GAR100002 NPDES permit.

161.1.02 Related References

A. Standard Specifications

Section 105—Control of Work

Section 106—Control of Materials

Section 107—Legal Regulations and Responsibility to the Public

Section 109—Measurement and Payment

Section 160—Reclamation of Material Pits and Waste Areas

Section 162—Erosion Control Check Dams

Section 163—Miscellaneous Erosion Control Items

Section 166—Restoration or Alteration of Lakes and Ponds

Section 170—Silt Retention Barrier

Section 171—Temporary Silt Fence

Section 205—Roadway Excavation

Section 434—Sand Asphalt Paved Ditches

Section 441—Miscellaneous Concrete

Section 603—Rip Rap

Section 700—Grassing

Section 710—Permanent Soil Reinforcing Mat

Section 715—Bituminous Treated Roving

Section 716—Erosion Control Mats (Blankets)

Erosion control measures contained in the Specifications include:

Erosion Control Measure	Section
Temporary Check Dams	<u>163.3.05.J</u>

Erosion Control Measure	Section
Bituminous Treated Mulch	<u>700.3.05.G</u>
Concrete Paved Ditches	<u>441</u>
Bituminous Treated Roving	<u>715</u>
Erosion Control Mats (Blankets)	<u>716</u>
Erosion Control Check Dams	<u>162</u>
Grassing	<u>700</u>
Maintenance of Temporary Erosion Control Devices	<u>165</u>
Permanent Soil Reinforcing Mat	<u>710</u>
Reclamation of Material Pits and Waste Areas	<u>160</u>
Rip Rap	<u>603</u>
Restoration or Alteration of Lakes and Ponds	<u>166</u>
Sand-Asphalt Ditch Paving	<u>434</u>
Sediment Basin	<u>163.3.05.C</u>
Silt Control Gate	<u>163.3.05.A</u>
Silt Retention Barrier	<u>170</u>
Sod	<u>700.3.05.H & 700.3.05.I</u>
Mulch	<u>163</u>
Temporary Grassing	<u>163.3.05.F</u>
Temporary Silt Fence	<u>171</u>
Temporary Slope Drains	<u>163.3.05.B</u>
Triangular Sediment Barrier	<u>720</u>
Silt Filter Bag	<u>719</u>
Organic & Synthetic Material Fiber Blanket	<u>713</u>

B. Referenced Documents

Erosion and Sedimentation Pollution Control Plans (ESPCP)

161.1.03 Submittals

A. Status of Erosion Control Devices

The Worksite Erosion Control Supervisor (WECS) or certified personnel will inspect the installation and maintenance of the Erosion Control Devices according to Subsection 167.3.05.B and the ESPCP.

1. Submit all reports to the Engineer within 24 hours of the inspection. Refer to Subsection 167.3.05.C for report requirements.
2. The Engineer will review the reports and inspect the Project for compliance and concurrence with the submitted reports.
3. The Engineer will notify the WECS or certified personnel of any additional items that should be added to the reports.
4. Items listed in the report requiring maintenance or correction shall be completed within 72 hours.

B. Erosion and Sedimentation Pollution Control Plan

1. Project Plans

An erosion and sedimentation pollution control plan (ESPCP) for the construction of the project will be provided by the Department. The ESPCP will be prepared for the various stages of construction necessary to complete the project.

If the Contractor elects to alter the stage construction from that shown in the plans, it will be the responsibility of the Contractor to have the plans revised and prepared in accordance with the current GAR100002 NPDES permit by a Design Professional to reflect all changes in Staging. This will also include any revisions to erosion and sedimentation control item quantities. If the changes affect the Comprehensive Monitoring Program (CMP), the Contractor will be responsible for any

revisions to the CMP as well. Submit revised plans and quantities to the Engineer for review prior to land disturbing activities.

2. Haul Roads, Borrow Pits, Excess Material Pits, etc.

The Contractor is responsible for preparing erosion and sedimentation control plans for construction access roads and or haul roads borrow pits, excess material pits, etc (inside the Right of Way). Prepare these plans for all stages of construction and include the appropriate items and quantities. Submit these plans to the Engineer for review prior to land disturbing activities. These plans are to be prepared by a Design Professional.

If construction of access roads, haul roads, borrow pits, excess material pits, etc., (inside the Right of Way) encroach within the 25 foot (7.6 m) buffer along the banks of all state waters or within the 50 ft. (15 m) buffer along the banks of any state waters classified as a "trout stream", a state water buffer variance must be obtained by the Contractor prior to beginning any land disturbing activity in the stream buffer.

3. Erosion Control for Borrow and Excess Material Pits Outside the Right-of-Way

Erosion control for borrow pits and excess material pits outside the right of way is the responsibility of the Contractor. If borrow or excess material pits require coverage under the National Pollutant Discharge Elimination System permit (NPDES) or other permits or variances are required, submit a copy of all documentation required by the permitting agency to the Engineer. All costs associated with complying with local, state, and federal laws and regulations are the responsibility of the Contractor.

4. Culverts and Pipes

The ESPCP does not contain approved methods to construct a stream diversion or stream diversion channel. The Contractor shall prepare a diversion plan utilizing a Design Professional as defined in the current NPDES permit. See Subsection 161.3.05 G for additional information.

5. Temporary Asphalt or Concrete Batch Plants

In addition to the requirements of any applicable specifications, if the Department authorizes the temporary installation and use of any asphalt, concrete or similar batch plants within its right of way, the contractor shall submit an NOI to the Georgia Environmental Protection Division for coverage under the following NPDES permits; The Infrastructure permit for the construction of the plant, and the Industrial permit for the operation of, such a plant. The contractor shall submit the NOIs as both the Owner and the Operator.

161.2 Materials

General Provisions 101 through 150.

161.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

161.3 Construction Requirements

161.3.01 Personnel

A. Duties of the Worksite Erosion Control Supervisor

Before beginning Work, designate a Worksite Erosion Control Supervisor (WECS) to initiate, install, maintain, inspect, and report the condition of all erosion control devices as described in Sections 160 through 171 or in the Contract and ESPCP documents. The designee shall submit their qualifications on the Department provided resume form for consideration and approval. The contractor may utilize additional persons having WECS qualifications to facilitate compliance however, only one WECS shall be designated at a time.

The WECS and alternates shall:

- Be an employee of the Prime Contractor.
- Have at least one year of experience in erosion and sediment control, including the installation, inspection, maintenance and reporting of BMPs.
- Successfully completed the Georgia Soil and Water Conservation Commission Certification Course Level IA and the Department's WECS Certification Course.
- Provide phone numbers where the WECS can be located 24 hours a day.

The WECS' duties include the following:

1. Be available or have an approved representative available 24 hours a day and have access to the equipment, personnel, and materials needed to maintain erosion control and flooding control.

2. Inform the Engineer in writing whenever the alternate WECS assumes project responsibilities.
3. Ensure that erosion control deficiencies are corrected within seventy two (72) hours or immediately during emergencies. Deficiencies that interfere with traffic flow, safety or downstream turbidity are to be corrected immediately.
4. During heavy rain, have the construction area patrolled day or night, any day of the week to quickly detect and correct erosion or flooding problems before they interfere with traffic flow, safety, or downstream turbidity.
5. Be on the site within three (3) hours after receiving notification of an emergency prepared to positively respond to the conditions encountered. The Department may handle emergencies without notifying the Contractor. The Department will recover costs for emergency maintenance work according to Subsection 105.15, "Failure to Maintain Roadway or Structures."
6. Maintain and submit for project record, "As-built" Erosion and Sedimentation Control Plans that supplement and graphically depict EC-1 reported additions and deletions of BMPs. The As-Built plans are to be accessed and retained at a Department facility at all times.
7. Ensure that both the WECS and the alternate meet the criteria of this Subsection.
8. The WECS shall maintain a current certification card for the duration of the project. Recertification of the WECS will be required prior to the expiration date shown on the Certification card in order to remain as Certified Personnel and the WECS for the project.

Failure of the WECS or alternate to perform the duties specified in the Contract, or whose performance, has resulted in a citation being received from a State or Federal Regulatory Agency, e.g. the Georgia Environmental Protection Division, shall result in one or more of the following:

- Suspension of the WECS' certification for a period of not less than 30 days
- Removal of the Contractor's project superintendent in accordance with Subsections 105.05 and 108.05 for a period not less than 14 days
- Department wide revocation of the WECS certification for a period of 12 months
- Removal of the Contractor's project superintendent in accordance with Subsections 105.05 and 108.05

161.3.02 Equipment

General Provisions 101 through 150.

161.3.03 Preparation

General Provisions 101 through 150.

161.3.04 Fabrication

General Provisions 101 through 150.

161.3.05 Construction

Coordinate the temporary and permanent erosion control provisions in this Specification with the permanent erosion control provisions in the Contract to ensure economical, effective, and continuous erosion control throughout the construction and post-construction periods.

At all times that land disturbing activity is underway, a person meeting the requirements of, "certified person" by the GSWCC (Level 1A) must be on the project.

A. Control Dust Pollution

The contractor shall keep dust pollution to a minimum during any of the activities performed on the project. It may be necessary to apply water or other BMPs to roadways or other areas reduce pollution.

B. Perform Permanent or Temporary Grassing

Perform permanent grassing, temporary grassing, or mulching on cut and fill slopes weekly (unless a shorter period is required by Subsection 107.23) during grading operations. When conditions warrant, the Engineer may require more frequent intervals.

Under no circumstances shall the grading (height of cut) exceed the height operating range of the grassing equipment. It is extremely important to obtain a cover, whether it is mulch, temporary grass or permanent grass. Adequate mulch is a must.

When grading operations or other soil disturbing activities have stopped, perform grassing or erosion control as shown in the Plans, as shown in an approved Plan submitted by the Contractor, or as directed by the Engineer.

C. Seed and Mulch

Refer to Subsection 161.3.05.B, "Perform Permanent or Temporary Grassing".

D. Implement Permanent or Temporary Erosion Control

1. Silt fence shown along the perimeter, e.g. right of way, and sediment containment devices, e.g. sediment basins, shall be installed prior to or concurrently with clearing and grubbing operations.
2. Incorporate permanent erosion control features into the Project at the earliest practicable time, e.g. velocity dissipation, permanent ditch protection.
3. Use temporary erosion control measures to address conditions that develop during construction but were unforeseen during the design stage.
4. Use temporary erosion control measures when installation of permanent erosion control features cannot be accomplished.

The Engineer has the authority to:

- Limit the surface area of erodible earth material exposed by clearing and grubbing.
- Limit the surface area of erodible earth material exposed by excavation and borrow and fill operations.
- Limit the area of excavation, and embankment operations in progress to correspond with the Contractor's ability to keep the finish grading, mulching, seeding, and other permanent erosion control measures current.
- Direct the Contractor to provide immediate permanent or temporary erosion control to prevent contamination of adjacent streams or water courses, lakes, ponds, or other areas of water impoundment.

Such Work may include constructing items listed in the table in Subsection 161.1.02.A, "Related References" or other control devices or methods to control erosion.

E. Erodible Area

NOTE: Never allow the surface area of erodible earth material exposed at one time to exceed 17 acres (7 ha) except as approved by the State Construction Engineer.

The maximum of 17 acres (7 ha) of exposed erodible earth applies to the entire Project and to all of its combined operations as a whole, not to the exposed erodible earth of each individual operation.

Upon receipt of a written request from the contractor the State Construction Engineer, or his designee, will review the request, any justifications and the Project conditions for waiver of the 17 acres (7 ha) limitation.

If the 17 acre limitation is increased by the State Construction Engineer, the WECS shall not be assigned to another project in that capacity and should remain on site each work day that the exposed acreage exceeds 17 acres.

After installing temporary erosion control devices, e.g., grassing, mulching, stabilizing an area, and having it approved by the Engineer, that area will be released from the 17 acres (7 ha) limit.

F. Perform Grading Operations

Perform the following grading operations:

1. Complete each roadway cut and embankment continuously, unless otherwise specified in the Contract or ordered by the Engineer.
2. Maintain the top of the earthwork in roadway sections throughout the construction stages to allow water to run off to the outer edges.
3. Provide temporary slope drain facilities with inlets and velocity dissipaters (straw bales, silt fence, aprons, etc.) to carry the runoff water to the bottom of the slopes. Place drains at intervals to handle the accumulated water.
4. Continue temporary erosion control measures until permanent drainage facilities have been constructed, pavement placed, and the grass on planted slopes stabilized to deter erosion.

G. Perform Construction in Rivers and Streams

Perform construction in river and stream beds as follows:

1. Unless otherwise agreed to in writing by the Engineer, restrict construction operations in rivers, streams, and impoundments to:

- Areas where channel changes or access for construction are shown on the Plans to construct temporary or permanent structures.
2. If channel changes or diversions are not shown on the Plans, the Contractor shall develop diversion plans prepared in accordance with the current GAR100002 NPDES Infrastructure Construction permit utilizing a design professional as defined within the permit. The Engineer will review prepared diversion plans for content only and accepts no responsibility for design errors or omissions. Amendments will be made part of the project plans by attachment. Include any associated costs in the price bid for the overall contract. Any contract time associated with the submittal or its review and subsequent response will not be considered for an extension of Contract time. All time associated with this subsection shall be considered incidental.
 3. If additional access for construction or removal of work bridges, temporary roads/access or work platforms is necessary, and will require additional encroachment upon river or stream banks and bottoms, the contractor shall prepare a plan in accordance with the current GAR100002 NPDES Infrastructure Construction permit utilizing a design professional as defined within the permit. Plans should be submitted at least 12 weeks prior to the date the associated work is expected to begin. If necessary, the plan will be provided to the appropriate regulating authority, e.g. United States Army Corps of Engineers by the Department for consideration and approval. No work that impacts areas beyond what has been shown in the approved plans will be allowed to begin until written approval of the submitted plan has been provided by the Department. Approved plan amendments will be made part of the project plans by attachment. Include any associated costs in the price bid for the overall contract. Any contract time associated with the submittal or its review and subsequent response will not be considered for an extension of Contract time. All time associated with this subsection shall be considered incidental.
 4. Clear rivers, streams, and impoundments of the following as soon as conditions permit:
 - Falsework
 - Piling that is to be removed
 - Debris
 - Other obstructions placed or caused by construction operations
 5. Do not ford live streams with construction equipment.
 6. Use temporary bridges or other structures that are adequate for a 25-year storm for stream crossings. Include costs in the price bid for the overall contract.
 7. Do not operate mechanized equipment in live streams except to construct channel changes or temporary or permanent structures, and to remove temporary structures, unless otherwise approved in writing by the Engineer.

H. State Water Buffers and Environmental Restrictions

1. The WECS shall review the plans and contract documents for environmental restrictions, Environmentally Sensitive Areas (ESA), e.g. buffers, etc prior to performing land disturbing activities.
2. The WECS shall ensure all parties performing land disturbing activities within the project limits are aware of all environmental restrictions.
3. Buffer delineation shall be performed prior to clearing, or any other land disturbing activities. Site conditions may require temporary delineation measures are implemented prior to the installation of orange barrier/safety fencing. The means of temporary delineation shall have the Engineer's prior approval.
4. The WECS shall allow the Engineer to review the buffer delineation prior to performing any land disturbing activities, including but not limited to clearing, grubbing and thinning of vegetation. Any removal and relocation of buffer delineation based upon the Engineer's review will not be measured for separate payment.
5. The WECS shall advise the Engineer of any surface water(s) encountered that are not shown in the plans. The WECS shall prevent land disturbing activities from occurring within surface water buffers until the Engineer provides approval to proceed.

I. General Requirements

Projects that consist of asphalt resurfacing, shoulder reconstruction and/or shoulder widening; schedule and perform the construction of the project to comply with the following:

After temporary and permanent erosion control devices are installed and the area permanently stabilized (temporary or permanent) and approved by the Engineer, the area may be released from the 1 acre (0.4 ha) limit.

The maximum of 1 acre (0.4 ha) of erodible earth applies to the entire project and to all combined operations, including borrow and excess material operations that are within the right of way, not 1 acre (0.4 ha) of exposed erodible earth for each operation.

NOTE: Never allow the surface area of erodible earth material exposed at one time to exceed 1 acre (0.4 ha).

1. Do not allow the disturbed exposed erodible area to exceed 1 acres (0.4 ha). This 1 acre (0.4 ha) limit includes all disturbed areas relating to the construction of the project including but not limited to slope and shoulder construction.
2. At the end of each working day, permanently stabilize all of the area disturbed by slope and shoulder reconstruction to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment. For purposes of this Specification, the end of the working day is defined as when the construction operations cease. For example, 6:00 a.m. is the end of the working day on a project that allows work only between 9:00 p.m. and 6:00 a.m.)
3. Stabilize the cut and fill slopes and shoulder with permanent or temporary grassing and a Wood Fiber Blanket (Section 713, Type II). Mulching is not allowed. Borrow pits, soil disposal sites and haul roads will not require daily applications of wood fiber blanket. The application rate for the Wood Fiber Blanket on shoulder reconstruction is the rate specified for Shoulders. For shoulder reconstruction, the ground preparation requirements of Subsection 700.3.05.A.1 are waived. Preparation consists of scarifying the existing shoulders 4 to 6 in (100 to 150 mm) deep and leaving the area in a smooth uniform condition free from stones, lumps, roots or other material.
4. If a sudden rain event occurs that would not allow the Contractor to apply the Type II Wood Fiber Blanket per Section 713, install Wood Fiber Blanket Type I per Section 713 if directed by the Engineer. Wood Fiber Blanket Type I application is for emergency use only.

Install temporary grass or permanent grass according to seasonal limitations and Specifications. When temporary grass is used, use the overseeding method (Subsection 700.3.05.E.4) when planting permanent grass.

3. Remove and dispose of all material excavated for the trench widening operation at an approved soil disposal site by the end of each working day. When shoulder reconstruction is required, this material may be used to reconstruct the graded shoulder after all asphaltic concrete pavement has been placed.
4. Provide immediate permanent and/or temporary erosion control measures for borrow pits, soil disposal sites and haul roads to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment.
5. Place asphalt in the trench the same day as the excavation occurs. Place asphalt or concrete in driveways and side roads being re-graded the same day as the excavation occurs. Stabilize any disturbed or exposed soil that is not covered with asphalt with a Wood Fiber Blanket (and grass seed). Payment will be made for the Wood Fiber Blanket and grass seed only if the shoulder has been constructed to final dimensions and grade and no further grading will be required.
6. Do not allow the grading (height of cut or fill) to exceed the operating range of the grassing equipment.
7. When grading operations or other soil disturbing activities are suspended, regardless of the reason, promptly perform all necessary permanent stabilization and/or erosion control work.
8. Use temporary erosion control measures to:
 - To correct conditions that develop during construction but were unforeseen during the design stage.
 - To use as needed before installing permanent erosion control features.
 - To temporarily control erosion that develops during normal construction practices but are not associated with permanent control features on the Project.
9. When conditions warrant, such as unfavorable weather (rain event), the Engineer may require more frequent intervals for this work.

161.3.06 Quality Acceptance

Before Final Acceptance of the Work, clean drainage structures within the project limits, both existing and newly constructed, and ensure that they are functioning properly. Costs to accomplish this work are incidental and shall be included in the overall bid for the Contract.

161.3.07 Contractor Warranty and Maintenance

Maintain the erosion control features installed to:

- Contain erosion within the limits of the right-of-way
- Control storm water discharges from disturbed areas

Effectively install and maintain the erosion control features. Ensure these features contain the erosion and sediment within the limits of the rights of way and control the discharges of storm-water from disturbed areas to meet all local, state, and federal requirements on water quality.

If a construction Project has separate contractors, the Prime Contractor shall maintain the erosion control features at grading sites as acceptable to the Engineer until the Contract is accepted. If any erosion control devices are damaged by any contractor either by neglect, by construction methods, or any other reasons, including acts of nature, they shall be repaired within 24 hours by the Prime Contractor at no cost to the Department.

161.4 Measurement

Control of soil erosion and sedimentation is not measured separately for payment.

161.4.01 Limits

General Provisions 101 through 150.

161.5 Payment

When no pay item is shown in the Contract, the requirements of this Specification and the Erosion Control Plan shall be in full effect. The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submitted with the exception of inspections performed by qualified personnel which will be included in Section 167.

When listed as a pay item in the Contract, payment will be made at the unit price bid for each particular item.

No payment will be made for erosion control outside the Right-of-Way or construction easements except as provided for by the Plans.

161.5.01 Enforcement and Adjustments

A. Failure to Provide a WECS

If a designated WECS is not maintained or if the Contractor does not comply with this Specification, cease activities except traffic control and erosion control work. Monies that are due or that may become due also may be withheld according to the Specifications

B. Failure to submit reports

A non-refundable deduction will be taken from the schedule below whenever the WECS fails to submit completed reports required by Subsection 167.3.05.C in accordance with the provisions of this specification.

C. Failure to Comply with Specifications

If the Contractor fails to comply with any of the requirements of this Specification, all activities shall cease immediately except traffic control and erosion control related work.

Monies that are currently due or that may become due shall be withheld according to the specifications. In addition, nonrefundable monies shall be deducted from the contract as shown in the Schedule of Deductions table below. These deductions are in addition to any actions taken in the above subsections. Deductions assessed for uncorrected deficiencies shall continue until all corrections are completed to the satisfaction of the Engineer.

D. Receipt of a Consent Order or Notice of Violation, etc

Regulatory enforcement actions will be resolved including at a minimum the following steps;

- The Department will perform an internal review of the alleged violations
- The Department will then meet with the Contractor to review and further determine responsibilities for the alleged violations
- The Department will then arrange to collectively meet with the regulatory agencies to negotiate resolutions and/or settlements.

The Department does not waive any rights of the Contractor to resolve such matters however, in the event that regulatory agency communication is addressed jointly to the Department and to the contractor, the Department reserves the right to coordinate all communications, e.g., written correspondence, and to schedule jointly attended meetings with Regulatory agencies such that timely and accurate responses are known to the Department.

Such Orders or Notices may result in the assessment of Deductions from the table below for each day the condition remains non-compliant following an agreed remedy.

Monetary penalties for which the contractor is obligated for as a result of regulatory enforcement may be withheld from future monies due the contractor.

Schedule of Deductions for Each Calendar Day of Erosion Control Deficiencies Initial Occurrence* Original Total Contract Amount		
From More Than	To and Including	Daily Charge
0	\$100,000	\$750
\$100,000	\$1,000,000	\$1125

\$1,000,000	\$5,000,000	\$2000
\$5,000,000	\$15,000,000	\$3000
\$15,000,000	-	\$5000

*Continued non-compliance with the requirements of this specification may result in the doubling of the above tabulated Daily Charge.

Upon written request from the Contractor, the Engineer may allow, limited activities to concurrently proceed once significant portions of the corrective work have been completed. This authorization may be similarly rescinded if in the opinion of the Engineer corrective work is not being diligently pursued.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

**Section 165—Maintenance of Temporary Erosion and Sedimentation
Control Devices**

Add the following:

165.1 General Description

This work consists of providing maintenance on temporary erosion and sediment control devices, including but not limited to the following:

- Silt fence
- Sediment basins
- Silt control gates
- Check dams
- Silt retention barriers

It also consists of removing sediment that has accumulated at the temporary erosion and sediment control devices.

165.1.01 Definitions

General Provisions 101 through 150.

165.1.02 Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Referenced Documents

General Provisions 101 through 150.

165.1.03 Submittals

General Provisions 101 through 150

165.2 Materials

General Provisions 101 through 150.

165.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

165.3 Construction Requirements

165.3.01 Personnel

General Provisions 101 through 150.

165.3.02 Equipment

General Provisions 101 through 150.

165.3.03 Preparation

General Provisions 101 through 150.

165.3.04 Fabrication

General Provisions 101 through 150.

165.3.05 Construction

A. General

As a minimum, clean the sediment from all temporary erosion control devices (except sediment basins) installed on the project when one half the capacity, by height, depth or volume has been reached. Clean the sediment from all temporary sediment basins installed on a project when one third the capacity of the storage volume has been filled.

Handle sediment excavated from any erosion or sediment control device in one of the following ways:

- Remove sediment from the immediate area and immediately stabilize it to prevent the material from refilling any erosion or sediment control device.
- Place and mix it in the roadway embankment, or waste it in an area approved by the Engineer.
- Repair or replace at no cost to the Department, any erosion or sediment control devices that are not functioning properly or are damaged due to negligence or abuse.

B. Temporary Silt Fence

Maintenance of Temporary Silt Fence consists of furnishing all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0 % filled). Also included is the removal of sediment accumulations ("filtercake") on the fabric by tapping the fabric on the downstream side.

C. Silt Control Gates

Maintenance of Temporary Silt Control Gates consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). When applicable, this item will include the removal of sediment accumulations on the fabric by tapping the fabric on the downstream side.

D. Check Dams (all types)

Maintenance of Temporary Erosion Control Check Dams shall consist of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). This item also includes the removal of any material deposited in sump holes. When applicable, this item will include the removal of sediment accumulations on the fabric by tapping the fabric on the downstream side, or from the baled straw by similar means.

E. Silt Retention Barrier

Maintenance of Temporary Silt Retention Barrier consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled).

F. Temporary Sediment Basins

Maintenance of Temporary Sediment Basins consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original bottom of the basin. This also includes removing accumulated sediment from the rock filter and restoring the rock filter to its original specified condition and any work necessary to restore all other components to the pre-maintenance conditions.

G. Sediment Barrier (baled straw)

Maintenance of sediment barrier (baled straw) consists of furnishing all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0 % filled). Also included is the removal of sediment accumulations on the bales by tapping.

H. Triangular Silt Barrier

Maintenance of Triangular Silt Barrier consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled).

I. Retrofit:

Maintenance of the retrofit device consists of all labor, tools, materials, equipment and necessary incidentals to remove and properly dispose of accumulated sediment in the permanent detention pond being utilized as a temporary sediment basin. This item also includes any maintenance that is required to ensure the retrofit device is maintained per Plan details and any maintenance of the stone filter to maintain its filtering ability, including cleaning and replacement.

J. Construction Exit:

Maintenance of the construction exit consists of all labor, tools, materials, equipment and incidentals, including additional stone and geotextile fabric as required to prevent the tracking or flow of soil onto public roadways. This includes, scarifying existing stone, cleaning existing stone, or placement of additional stone.

Cleaning of the construction exit by scraping and/or brooming only will not be measured for payment.

K. Inlet Sediment Trap

Maintenance of inlet sediment traps consists of all labor, tools, materials, equipment and necessary incidentals to remove and properly dispose of accumulated sediment in the trap and/or the excavated area adjacent to the trap. It also includes any maintenance that is required to remove sediment accumulations ("filtercake") from the material selected to construct the inlet sediment trap.

165.3.06 Quality Acceptance

General Provisions 101 through 150.

165.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

165.4 Measurement

A. Temporary Silt Fence:

Maintenance of temporary silt fence, Type A, B, or C, is the actual linear feet (meter) of silt fence, measured in place, where sediment is removed.

B. Silt Control Gates:

Maintenance of temporary silt control gates, type I, II, III or IV, as specified on the Plans, is measured as a single unit.

C. Check Dams (All Types):

Maintenance of temporary erosion control check dams as specified on the Plans is the actual linear feet (meter) of baled straw, type c silt fence or rip rap, measured in place, where sediment is removed.

D. Silt Retention Barrier:

Maintenance of temporary silt retention barrier as specified on the Plans, is measured by the linear foot (meter) where sediment is removed.

E. Temporary Sediment Basins:

Maintenance of temporary sediment basins as specified on the Plans, is measured as a single unit.

F. Sediment Barrier (baled straw)

Maintenance of sediment barrier (baled straw), is the actual linear feet (meter) of baled straw measured in place, where sediment is removed.

G. Triangular Silt Barrier:

Maintenance of triangular silt barrier as specified on the plans, is measured by the linear foot (meter) where sediment is removed.

H. Retrofit:

Maintenance of retrofit device at the location specified on the Plans is measured per each.

I. Construction Exit:

Maintenance of construction exit at the location specified on the Plans, or as directed by the Engineer is measured per each.

J. Inlet Sediment Trap

Maintenance of inlet sediment trap at the location specified on the Plans, or as added by the Engineer is measured per each.

165.4.01 Limits

General Provisions 101 through 150.

165.5 Payment

A. Temporary Silt Fence:

Maintenance of temporary silt fence, Type A, B, or C, is paid for at the contract unit price bid per linear foot (meter).

B. Silt Control Gates:

Maintenance of temporary silt control gates, Type I, II, III, or IV as specified on the Plans is paid for at the contract unit price bid per each.

C. Check Dams (All Types):

Maintenance of Check Dams as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

D. Silt Retention Barrier:

Maintenance of temporary silt retention barrier as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

E. Temporary Sediment Basins:

Maintenance of temporary sediment basins as specified on the Plans is paid for at the contract unit price bid per each.

F. Sediment Barrier (baled straw):

Maintenance of sediment barrier (baled straw) as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

G. Triangular Silt Barrier:

Maintenance of triangular silt barrier as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

H. Retrofit:

Maintenance of the retrofit device at the location specified on the Plans is paid for at the contract unit price bid per each.

I. Construction Exit:

Maintenance of the construction exit at the location specified on the Plans or as added by the Engineer is paid for at the contract unit price per each.

J. Inlet Sediment Trap

Maintenance of the inlet sediment trap at the location specified on the Plans or at the location specified by the Engineer is paid for at the contract unit price per each.

Payment will be made under:

Item No. 165	Maintenance of temporary silt fence Type ____	per linear foot (meter)
Item No. 165	Maintenance of silt control gate Type ____	per each
Item No. 165	Maintenance of check dams (all types)	per linear foot (meter)
Item No. 165	Maintenance of silt retention barrier	per foot (meter)
Item No. 165	Maintenance of temporary sediment basin, Sta. No. ____	per each
Item No. 165	Maintenance of sediment barrier (baled straw)	per linear foot (meter)
Item No. 165	Maintenance of triangular silt barrier	per linear foot (meter)
Item No. 165	Maintenance of retrofit, Sta. No. ____	per each
Item No. 165	Maintenance of construction exit	per each
Item No. 165	Maintenance of inlet sediment trap	per each

165.5.01 Adjustments

General Provisions 101 through 150.

November 2, 2007
December 14, 2007
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August 22, 2008
Revised: March 18, 2013

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 171—Silt Fence

Delete Section 171 and substitute the following:

171.1 General Description

This work includes furnishing, installing, and removing a water permeable filter fabric fence to remove suspended particles from drainage water.

171.1.01 Definitions

General Provisions 101 through 150.

171.1.02 Related References

A. Standard Specifications

Section 163—Miscellaneous Erosion Control Items

Section 700—Grassing

Section 862—Wood Posts and Bracing

Section 881—Fabrics

Section 894—Fencing

B. Referenced Documents

ASTM D 3786

ASTM D 4355

ASTM D 4632

ASTM D 4751

GDT 87

QPL 36

171.1.03 Submittals

General Provisions 101 through 150.

171.2 Materials

Materials shall meet the requirements of the following Specifications:

Material	Section
Filter Fabrics	<u>881</u>
Fencing	<u>894</u>

Conditions during Project construction will affect the quantity of the silt fence to be installed.

The Engineer may increase, decrease, or eliminate the quantity at his or her direction. Variations in quantity are not changes in details of construction or in the character of the work.

For Type A, B, and C fences, use fabric as specified in Subsection 881.2.07, "Silt Fence Filter Fabric."

171.2.01 Delivery, Storage, and Handling

During shipment and storage, wrap the fabric in a heavy-duty covering protecting the cloth from sunlight, mud, dust, dirt, and debris. Do not expose the fabric to temperatures greater than 140 °F (60 °C).

When installed, the Engineer will reject the fabric if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

171.3 Construction Requirements

171.3.01 Personnel

General Provisions 101 through 150.

171.3.02 Equipment

General Provisions 101 through 150.

171.3.03 Preparation

General Provisions 101 through 150.

171.3.04 Fabrication

General Provisions 101 through 150.

171.3.05 Construction

Install the silt fence according to this Specification, as shown on the Plans, or as directed by the Engineer

A. Install Silt Fence

1. Install silt fence by either of the following methods:
 - a. **Excavated Trench Method**
Excavate a trench 4 to 6 in (100 to 150 mm) deep using equipment such as a trenching machine or motor grader. If equipment cannot be operated on the site, excavate the trench by hand.
 - b. **Soil Slicing Method**
Create a mechanical slice in the soil 8 to 12 in (200 to 300 mm) deep to receive the silt fence. Ensure the width of the slice is not more than 3 in (75 mm). Mechanically insert the silt fence fabric into the slice in a simultaneous operation with the slicing ensuring consistent depth and placement.
2. Install the first post at the center of the low point (if applicable). Space the remaining posts a maximum of 6 ft (1.8 m) apart for Types A and B fence and 4 ft (1.2 m) apart for Type C fence.
3. Bury the posts at least 18 in (450 mm) into the ground. If this depth cannot be attained, secure the posts enough to prevent the fence from overturning from sediment loading.
4. Attach the filter fabric to the post using wire, cord, staples, nails, pockets, or other acceptable means.
 - a. **Staples and Nails (Wood Posts):** Evenly space staples or nails with at least five per post for Type A fence and four per post for Type B fence.
 - b. **Pockets:** If using pockets and they are not closed at the top, attach the fabric to a wood post using at least one additional staple or nail, or to a steel post using wire. Ensure the additional attachment is within the top 6 in (150 mm) of the fabric.
 - c. Install the filter fabric so 6 to 8 in (150 to 200 mm) of fabric is left at the bottom to be buried. Provide a minimum overlap of 18 in (450 mm) at all splice joints.
 - d. For Type C fence:
 - 1) **Woven Wire Supported**
 - **Steel Post:** Use wire to attach the fabric to the top of the woven wire support fence at the midpoint between posts. Also, use wire to attach the fabric to the post.
 - 2) **Polypropylene Mesh Supported**

- Wood Post: Use at least six staples per post. Use two staples in a crisscross or parallel pattern to secure the top portion of the fence. Evenly space the remaining staples down the post.
 - Steel Post: Use wire to attach the fabric and polypropylene mesh to the post.
5. Install the fabric in the trench so 4 to 6 in (100 to 150 mm) of fabric is against the side of the trench with 2 to 4 in (50 to 100 mm) of fabric across the bottom in the upstream direction.
 6. Backfill and compact the trench to ensure flow cannot pass under the barrier. When the slice method is used, compact the soil disturbed by the slice on the upstream side of the silt fence first, and then compact the downstream side.
 7. When installing a silt fence across a waterway producing significant runoff, place a settling basin in front of the fence to handle the sediment load, if required. Construct a suitable sump hole or storage area according to Section 163.

B. Remove the Silt Fence

1. Keep all silt fence in place unless or until the Engineer directs it to be removed. A removed silt fence may be used at other locations if the Engineer approves of its condition.
2. After removing the silt fence, dress the area to natural ground, grass and mulch the area according to Section 700.
3. The silt fence shall remain until the Project is accepted or until the fence is removed. Also, remove and dispose of the silt accumulations at the silt fence.
4. Remove and replace any deteriorated filter fabric reducing the effectiveness of the silt fence.
5. Repair or replace any undermined silt fence at no additional cost to the Department.

171.3.06 Quality Acceptance

Approved silt fence is listed in QPL 36. Approved fabrics must consistently exceed the minimum requirements of this Specification as verified by the Office of Materials and Research. The Office of Materials and Research will remove fabric failing to meet the minimum requirements of this specification from the QPL until the products' acceptability has been reestablished to the Department's satisfaction.

At the time of installation, the Engineer will reject the fabric if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

171.3.07 Contractor Warranty

The silt fence shall remain until the Project is accepted or until the fence is removed. Also, remove and dispose of the silt accumulations at the silt fence.

Remove and replace any deteriorated filter fabric that reduces the effectiveness of the silt fence.

Repair or replace any undermined silt fence at no additional cost to the Department.

171.4 Measurement

The quantity of silt fence to be paid for is the actual number of linear feet (meters) of silt fence, measured in place from end post to end post of each separate installation. The silt fence must be complete and accepted.

171.4.01 Limits

General Provisions 101 through 150.

171.5 Payment

Silt fence Type A, B, or C measured as defined in Subsection 171.4, "Measurement," is paid for at the Contract Unit Price bid per linear foot (meter).

Payment is full compensation for the following:

- Furnishing materials
- Erecting the fence
- Dressing and grassing, when required
- Removing the fence, when required

Payment for this Item is made as follows:

- Seventy-five percent of the Contract Price bid per linear foot (meter) is paid when each fence is complete in place.
- Twenty-five percent is paid at removal or acceptance.

If the silt fence must be repaired or removed, as the result of neglect or damage, perform the work at no additional cost to the Department.

Payment will be made under:

Item No. 171	Silt fence, type__	Per linear foot (meter)
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171.5.01 Adjustments

General Provisions 101 through 150.

Office of Design Policy and Support

Date: November 1, 2002
Revised: April 27, 2004
Revised: October 31, 2005
Revised: October 23, 2008
Revised: December 14, 2010
Revised: April 15, 2011
Revised July 26, 2012
First Use Date: January 18, 2013

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 700—Grassing

Delete Section 700 and substitute the following:

700.1 General Description

This work includes preparing the ground, furnishing, planting, seeding, fertilizing, sodding, and mulching disturbed areas within the Right-of-Way limits and easement areas adjacent to the right-of-way as shown on the Plans except as designated by the Engineer to remain natural.

700.1.01 Definitions

General Provisions 101 through 150.

700.1.02 Related References

A. Standard Specifications

Section 160—Reclamation of Material Pits and Waste Areas

Section 163—Miscellaneous Erosion Control Items

Section 718—Wood Fiber

Section 822—Emulsified Asphalt

Section 882—Lime

Section 890—Seed and Sod

Section 891—Fertilizers

Section 893—Miscellaneous Planting Materials

Section 895—Polyacrylamide

B. Referenced Documents

QPL 33

QPL 84

700.1.03 Submittals

Submit manufacturer's product expiration date along with written instructions to ensure proper application, safety, storage, and handling of Polyacrylamide products used in The Work.

Section 700—Grassing

700.2 Materials

Use materials that meet the requirements of the following Specifications:

Material	Section
Wood Fiber Mulch	<u>718.2</u>
Agricultural Lime	<u>882.2.01</u>
Seed	<u>890.2.01</u>
Sod	<u>890.2.02</u>
Fertilizer	<u>891.2.01</u>
Plant Topsoil	<u>893.2.01</u>
Mulch	<u>893.2.02</u>
Inoculants	<u>893.2.04</u>
Tackifiers	<u>QPL 33</u>
Anionic Polyacrylamide	<u>QPL 84 & Section 895</u>

A. Seeds

Whenever seeds are specified by their common names, use the strains indicated by their botanical names.

B. Water

Obtain the water for grassing from an approved source. Use water free of harmful chemicals, acids, alkalies, and other substances that may harm plant growth or emit odors. Do not use salt or brackish water.

C. Agricultural Lime

Agricultural lime rates will be based on a laboratory soil test report. The Contractor is responsible for ensuring the tests are performed by an approved laboratory. Provide a copy of test results to the Engineer. Refer to Section 882 Lime and GSP 18 of the Sampling and Testing Inspection manual for additional information on rates, use, handling and sampling procedures.

D. Fertilizer Mixed Grade

Fertilizer analysis and rates will be based on a laboratory soil test report. The Contractor is responsible for ensuring the tests are performed by an approved laboratory. Provide a copy of test results to the Engineer. Refer to Section 891 Fertilizer and GSP 18 of the Sampling and Testing Inspection manual for additional information on rates, use, handling and sampling procedures.

E. Mulch

Use straw or hay mulch according to Subsection 700.3.05.G.

Use wood fiber mulch in hydroseeding according to Subsection 700.3.05.F.1.

700.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

700.3 Construction Requirements

700.3.01 Personnel

General Provisions 101 through 150.

700.3.02 Equipment

Use grassing equipment able to produce the required results.

Never allow the grading (height of cut) to exceed the grassing equipment's operating range.

Section 700—Grassing

A. Mulch Material Equipment

Use mulching equipment that uniformly cuts the specified materials into the soil to the required control depth.

B. Hydroseeding Equipment

For hydroseeding equipment, see Subsection 700.3.05.F.

700.3.03 Preparation

General Provisions 101 through 150.

700.3.04 Fabrication

General Provisions 101 through 150.

700.3.05 Construction

Follow the planting zones, planting dates, types of seed, seed mixtures, and application rates described throughout this Section. The Engineer has the authority to alter the planting dates as set forth by a period of 2 weeks. This 2-week period may be applied to either the beginning of the specified planting and/or to the end of the end of the specified planting season.

In general:

- Obtain the Engineer's approval before changing the ground cover type.
- Do not use annual rye grass seeds with permanent grassing.
- Follow the planting zones indicated on the Georgia State Planting Zone Map, below.
- Sod may be installed throughout the year, weather permitting.
- For permanent grassing, apply the combined amounts of all seeds for each time period within each planting zone and roadway location listed in the Seeding Table, below. Do not exceed the amounts of specified seed.

Planting Zone Map



NON-NATIVE GRASS SEEDING TABLE 1
(Temporary and Permanent Seed Types for Shoulders, Medians and Slopes 3:1 or Flatter)

Common Name	Botanical Name	Class/Type	Rate/Acre	Planting Zone	Planting Dates
Common Bermuda Grass (Hulled)	<i>Cynodon dactylon</i>	Required Permanent Grass	10 (11)	1	April 16 – August 31
Common Bermuda Grass (Unhulled)			10 (11)		
Common Bermuda Grass (Hulled)	<i>Cynodon dactylon</i>	Required Permanent Grass	10 (11)	2,3,4	April 1 – October 15
Common Bermuda Grass (Unhulled)			10 (11)		
Bahia Grass	<i>Paspalum notatum</i>		10 (11)		
Rye Grass, Millet, Cereal Grass (Oats)	<i>Lolium perenne</i> spsp. <i>Multiflorum</i> , <i>Echinochloa crusgalli</i> , <i>Avena sativa</i>	Temporary Grass	50 (56)	1	September 1 - April 15
Rye Grass, Millet, Cereal Grass (Oats)	<i>Lolium perenne</i> spsp. <i>Multiflorum</i> , <i>Echinochloa crusgalli</i> , <i>Avena sativa</i>	Temporary Grass	50 (56)	2,3,4	October 16 - March 31

NON-NATIVE SEEDING TABLE 2
(Temporary and Permanent Seed Types
for back slopes, fill slopes and areas which will not be subject
to frequent mowing, slopes steeper than 3:1)

Common Name	Botanical Name	Class/Type	Rate/Acre	Planting Zone	Planting Dates
Interstate Lespedeza	<i>Lespedeza sericea</i>	Permanent Grass	50(56)	1,2	March 1 – August 31
Weeping Lovegrass	<i>Eragrostis curvula</i>	Temporary Grass	10(11)		
Interstate Lespedeza	<i>Lespedeza sericea</i>	Permanent Grass	75(84)	1,2	September 1- February 28
Tall Fescue	<i>Festuca arundinacea</i>	Temporary Grass	50(56)		
Interstate Lespedeza	<i>Lespedeza sericea</i>	Permanent Grass	50(56)	3,4	April 1 – October 31
Weeping Love Grass	<i>Eragrostis curvula</i>	Temporary Grass	10(11)		
Interstate Lespedeza	<i>Lespedeza sericea</i>	Permanent Grass	50(56)	3,4	November 1 – March 31
Weeping Love Grass	<i>Eragrostis curvula</i>	Temporary Grass	10(11)		

NATIVE GRASS SEEDING TABLE 3

For Non-mowable Slopes or Areas Designated as Permanent Native Grass Plots.

Plant native seed mixes on back slopes, fill slopes and areas which
will not be subject to frequent mowing (slopes steeper than 3:1).

Common Name	Botanical Name	Class/Type	Rate/Acre	Planting Zone	Planting Dates
Canada Wild Rye	<i>Elymus canadensis</i>	Cool Season	Minimum 2 (2)	1,2,3,4	October 31 - March 31
Virginia Wild Rye	<i>Elymus virginicus</i>	Cool Season	Minimum 2 (2)	1,2,3,4	October 31 - March 31
Bottle-brush Grass	<i>Hystrix patula</i>	Cool Season	Minimum 2 (2)	1,2,3,4	October 31 - March 31
Little Bluestem	<i>Schizachyrium scoparium</i> (<i>Andropogon scoparius</i>)	Warm Season	Minimum 2 (2)	1,2,3,4	March 31 - August 31
Indiangrass	<i>Sorghastrum nutans</i>	Warm Season	Minimum 2 (2)	1,2,3,4	March 31 - August 31
Eastern Gama Grass	<i>Tripsacum dactyloides</i>	Warm Season	Minimum 2 (2)	1,2,3,4,1,2,3,4	March 31 - August 31
Rice Cut Grass	<i>Leersia oryzoides</i>	Warm Season	Minimum 2 (2)	1,2,3,4	March 31 - August 31
Deertongue	<i>Panicum clandestinum</i>	Warm Season	Minimum 2 (2)	1,2,3,4	March 31 - August 31
Switchgrass	<i>Panicum virgatum</i>	Warm Season	Minimum 2 (2)	1,2,3,4	March 31 - August 31
Woolgrass	<i>Scirpus cyperinus</i>	Cool Season	Minimum 2 (2)	1,2,3,4	October 31 - March 31
River Oats	<i>Chasmanthium latifolium</i>	Cool Season	Minimum 2 (2)	1,2,3,4	October 31 - March 31
Purple Top	<i>Tridens flavus</i>	Warm Season	Minimum 2 (2)	1,2,3,4	March 31 - August 31

See plan sheets/plant lists for detailed native restoration and riparian mitigation seed mix combinations to be applied at a minimum rate total of 10 (11) lbs per acre (kg/hectare) for each combined mix. If the mix is not provided in the plan sheets, use a minimum of 3 species based on planting dates shown above.

HERBACEOUS PLANT SEEDING TABLE 4

(Approved for Riparian Mitigation or for Seed Mixes
on Slopes Steeper than 3:1-Requiring Permanent Planting)

Common name	Botanical name	Class/type	Rate/Acre	Planting Zone	Planting Dates
Joe Pye Weed	<i>Eupatorium fistulosum</i>	Herbaceous Perennial	Minimum 2 (2)	1,2,3,4	September 1 – May 1
Ironweed	<i>Vernonia novaboracensis</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	March 1 - August 31,
White snakeroot	<i>Ageratina altissima (Eupat rugosum)</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Swamp milkweed	<i>Asclepias incarnata</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	March 1 - August 31,
Frost aster	<i>Aster pilosus (Symphyotrich)</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Partridge pea	<i>Chamaecrista fasciculata (fasciculata)</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	March 1 - August 31,
Lance-leaf coreopsis	<i>Coreopsis lanceolata</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Tall coreopsis	<i>Coreopsis tripteris</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Boneset	<i>Eupatorium perfoliatum</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Sneezeweed	<i>Helenium autumnale</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Swamp sunflower	<i>Helianthus angustifolius</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	March 1 - August 31,
Fringed loosestrife	<i>Lysimachia ciliata</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Wild bergamot	<i>Monarda fistulosa</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Mountain mint	<i>Pycnanthemum tenuifolium</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Black-eyed susan	<i>Rudbeckia hirta</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Goldenrod	<i>Solidago nemoralis</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Butterfly Weed	<i>Aesclepias tuberosa</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	March 1 - August 31,

For native restoration and riparian mitigation seed mix combinations, use Table 4 for approved native herbaceous seed types in combination with Table 3 of native grass seeds. Native restoration and riparian seed mixes should incorporate a mix of 60% native grass types (see Table 3) and 40% native herbaceous types (see Table 4) applied at a minimum rate total of 10 (11) lbs per acre (kg/hectare) for each combined mix.

TABLE 5: TEMPORARY GRASS - SPECIES, SEEDING RATES AND PLANTING DATES

Species	Rates per 1000 sq. ft.	Rates per Acre	Planting Date By Zone		
			1 & 2	2	3 & 4
Rye (Grain)	3.9 lbs	168 lbs	8/1 - 11/30	8/15 - 12/1	9/1 - 2/28
Ryegrass	0.9 lbs	40 lbs	8/1 - 11/30	9/1 - 12/15	9/15 - 1/1
Rye & Annual Lespedeza	0.6 lbs 0.6 lbs	28 lbs 24 lbs	3/1 - 4/1	2/1 - 3/1	2/1 - 3/1
Weeping Lovegrass	0.1 lbs	4 lbs	3/15 - 6/15	3/15 - 7/15	3/15 - 7/15
Sudangrass	1.0 lbs	60 lbs	4/1 - 8/31	4/1 - 8/31	3/15 - 8/1
Browntop Millet	1.1 lbs	50 lbs	4/1 - 6/30	4/1 - 7/15	4/1 - 7/15
Wheat	3.9 lbs	168 lbs	9/1 - 12/31	9/1 - 12/31	9/15 - 1/31

When stage construction or other conditions prevent completing a roadway section continuously, apply temporary grassing to control erosion. Temporary grassing is used to stabilize disturbed areas for more than sixty (60) calendar days. Temporary grass may be applied any time of the year, utilizing the appropriate seed species and application rate as shown in the chart above. Apply mulch to areas planted in temporary grass at the rate of $\frac{3}{4}$ inch to 1.5 inches. Do not place slope mats on areas planted in temporary grass.

A. Ground Preparation

Prepare the ground by plowing under any temporary grass areas and preparing the soil as follows:

1. Slopes 3:1 or Flatter

On slopes 3:1 or flatter, plow shoulders and embankment slopes to between 4 in and 6 in (100 mm and 150 mm) deep.

Plow front and back slopes in cuts to no less than 6 in (150 mm) deep. After plowing, thoroughly disk the area until pulverized to the plowed depth.

2. Slopes Steeper Than 3:1

Serrate slopes steeper than 3:1 according to Plan details when required.

On embankment slopes and cut slopes not requiring serration (sufficient as determined by the Engineer), prepare the ground to develop an adequate seed bed using any of the following methods as directed by the Engineer:

- Plow to a depth whatever depth is practicable.
- Use a spiked chain.
- Walk with a cleated track dozer.
- Scarify.

Disking cut slopes and fill slopes is not required.

3. All Slopes

a. Obstructions

Remove boulders, stumps, large roots, large clods, and other objects that interfere with grassing or may slide into the ditch.

b. Topsoil

Spread topsoil stockpiled during grading evenly over cut and fill slopes after preparing the ground.

Push topsoil from the top over serrated slopes. Do not operate equipment on the face of completed serrated cuts.

Section 700—Grassing

4. Native Restoration Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas.

For Permanent Grassing in native restoration areas, multitrophic native planting areas, riparian areas, stream restoration areas, and wetland and stream mitigation areas, provide the minimum ground preparation necessary to provide seed to soil contact. Riparian areas may also be seeded using the no-till method. The no-till method is defined by planting permanent grass seeds using a drill-type seeder over existing vegetation without plowing or tilling soil. Ensure that existing vegetation is less than 3 inches in height (this may be achieved by mowing or using a mechanical string trimmer).

B. Grassing Adjacent to Existing Lawns

When grassing areas adjacent to residential or commercial lawns, the Engineer shall change the plant material to match the type of grass growing on the adjacent lawn. The Contract Unit Price will not be modified for this substitution.

C. Temporary Grassing

Apply temporary grassing according to Subsection 163.3.05.F. Determine lime requirements by a laboratory soil test. Refer to seeding Table 5 for species, amounts of seed and planting dates.

In March or April of the year following planting and as soon as the weather is suitable, replace all areas of temporary grass with permanent grass by plowing or overseeding using the no-till method. If the no-till method is used, ensure that temporary grass is less than 3 inches in height (this may be achieved by mowing). Additional mulch will be required only if the temporary grass does not provide adequate mulch to meet the requirements of Subsection 700.3.05.G, "Mulching".

Temporary grass, when required, will be paid for according to Section 163.

Projects that consist of asphalt resurfacing with shoulder reconstruction and/or shoulder widening: Type II Wood Fiber Blanket is used to stabilize disturbed areas, no till seeding will be used when permanent grassing is applied and the areas will not be re-disturbed.

D. Applying Agricultural Lime and Fertilizer Mixed Grade

Apply and mix lime and fertilizer as follows:

1. Agricultural Lime

Uniformly spread agricultural lime on the ground at the approximate rate determined by the laboratory soil test.

- a. Agricultural Lime may be used as filler material in mixed grade fertilizer in lieu of inert material. The use of agricultural lime as filler material is to be shown on the fertilizer bag or invoice from the supplier. Do not deduct any amount of fertilizer when lime is used as filler.

2. Fertilizer Mixed Grade

Uniformly spread the fertilizer selected according to Subsection 700.2.D over the ground or by use of hydroseeding. For bid purposes base estimated quantities on an initial application of 400 lb/acre of 19-19-19.

3. Mixing

Before proceeding, uniformly work the lime and fertilizer into the top 4 in (100 mm) of soil using harrows, rotary tillers, or other equipment acceptable to the Engineer.

On cut slopes steeper than 3:1, other than serrated slopes, reduce the mixing depth to the maximum practical depth as determined by the Engineer.

Omit mixing on serrated slopes.

4. Native Restoration Areas, Multitrophic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas

Omit the application of lime and fertilizer within riparian areas.

E. Seeding

Prepare seed and sow as follows:

1. Inoculation of Seed

Inoculate each kind of leguminous seed separately with the appropriate commercial culture according to the manufacturer's instructions for the culture.

When hydroseeding, double the inoculation rate.

Section 700—Grassing

Protect inoculated seed from the sun and plant it the same day it is inoculated.

2. Sowing

Weather permitting, sow seed within 24 hours after preparing the seed bed and applying the fertilizer and lime.

Sow seed uniformly at the rates specified in the seeding tables. Use approved mechanical seed drills, rotary hand seeders, hydroseeding equipment, or other equipment to uniformly apply the seed. Do not distribute by hand.

To distribute the seeds evenly sow seed types separately, except for similarly sized and weighted seeds. They may be mixed and sown together.

Do not sow during windy weather, when the prepared surface is crusted, or when the ground is frozen, wet, or otherwise non-tillable.

3. Overseeding

Temporary grass areas that were prepared in accordance with Subsection 700.3.05.A, may be overseeded using the no-till method. The no-till method is defined by planting permanent grass seeds using a drill-type seeder over existing temporary grass without plowing or tilling soil and in accordance with Subsection 700.3.05.C.

4. Riparian Seed Mix shall be used when specified in the Plans. A mix of at least three (3) species from Seeding Table 3 (Native Grasses) and at least two (2) species from Seeding Table 4 (Approved Riparian Mitigation - Herbaceous Plants). The seed, shall be applied as Permanent Grassing within those areas designated on the Plans. The kinds of seed, shall be used according to the appropriate Planting Dates given in the tables.

F. Hydroseeding

Hydroseeding may be used on any grassing area. Under this method, spread the seed, fertilizer, and wood fiber mulch in the form of a slurry. Seeds of all sizes may be mixed together. Apply hydroseeding as follows:

1. Use wood fiber mulch as a metering agent and seed bed regardless of which mulching method is chosen. Apply wood fiber mulch at approximately 500 lbs/acre (560 kg/ha).
2. Prepare the ground for hydroseeding as for conventional seeding in Subsection 700.3.05.A.
3. Use specially designed equipment to mix and apply the slurry uniformly over the entire seeding area.
4. Agitate the slurry mixture during application.
5. Discharge slurry within one hour after being combined in the hydroseeder. Do not hydroseed when winds prevent an even application.
6. Closely follow the equipment manufacturer's directions unless the Engineer modifies the application methods.
7. Mulch the entire hydroseeded area according to Subsection 700.3.05.F.1, above, and Subsection 700.3.05.G, below. Native Restoration Areas, Multitropic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas may be hydroseeded. When hydroseeding in these areas only use water, seed and wood fiber mulch.

G. Mulching

Except as noted in Subsection 700.3.05.B and Subsection 700.3.05.C, apply mulch immediately after seeding areas as follows:

Areas with permanent grass seed and covered with slope mats or blankets will not require mulch.

Evenly apply straw or hay mulch between 3/4 in and 1-1/2 in (20 mm and 40 mm) deep, according to the texture and moisture content of the mulch material.

Mulch shall allow sunlight to penetrate and air to circulate as well as shade the ground, reduce erosion, and conserve soil moisture. If the type of mulch is not specified on the Plans or in the Proposal, use any of the following as specified.

1. Mulch with Tackifier

Apply mulch with tackifier regardless of whether using ground or hydroseeding equipment for seeding.

- a. Mulch uniformly applied manually or with special blower equipment designed for the purpose. When using a blower, thoroughly loosen baled material before feeding it into the machine so that it is broken up.
- b. After distributing the mulch initially, redistribute it to bare or inadequately covered areas in clumps dense enough to prevent new grass from emerging (if required).

Do not apply mulch on windy days.

Section 700—Grassing

- c. Apply enough tackifier to the mulch to hold it in place. Immediately replace mulch that blows away. If distributing the mulch by hand, immediately apply the tackifier uniformly over the mulched areas.
 - Tackifier: Use a tackifier listed in the Laboratory Qualified Products Manual and apply at the manufacturer's recommended rates.
2. Walked-in-Mulch

Apply walked-in-mulch on slopes ranging in steepness from 5:1 to 2:1 and treat as follows:

 - a. Immediately walk it into the soil with a cleated track dozer. Make dozer passes vertically up and down the slope.
 - b. Where walked-in-mulch is used, do not roll or cover the seeds as specified in Subsection 700.3.05.E.3.
3. Apply only wheat straw mulch on Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas after they have been seeded. The wheat straw mulch is to be applied with a maximum thickness of 1 inch.

H. Sod

Furnish and install sod in all areas shown on the Plans or designated by the Engineer.

1. Kinds of Sod

Use only Common Bermudagrass (*Cynodon dactylon*) or one of the following Bermudagrass varieties:

Tifway 419

Tifway II

Tift 94

Tifton 10

Midlawn

Midiron

GN-1

Vamont

No dwarf Bermuda types shall be used. Sod shall be nursery-grown and be accompanied with a Georgia Department of Agriculture Live Plant License Certificate or Stamp. Sod shall consist of live, dense, well-rooted material free of weeds and insects as described by the Georgia Live Plant Act.

2. Type And Size Of Sod:

Furnish either big roll or block sod. Ensure that big roll sod is a minimum of 21 inches wide by 52 feet long. Minimum dimensions for block sod are 12 inches wide by 22 inches long. Ensure all sod consists of a uniform soil thickness of not less than 1 inch.

3. Ground Preparation

Excavate the ground deep enough and prepare it according to Subsection 700.3.05.A to allow placing of sod. Spread soil, meeting the requirements of Subsection 893.2.01, on prepared area to a depth of 4 inches.

4. Application of Lime and Fertilizer

Apply lime and fertilizer according to Subsection 700.3.05.D within 24 hours prior to installing sod.

5. Weather Limitation

Do not place sod on frozen ground or where snow may hinder establishment.

6. Install Sod

Install Sod as follows:

- Place sod by hand or by mechanical means so that joints are tightly abutted with no overlaps or gaps. Use soil to fill cracks between sod pieces, but do not smother the grass.
- Stake sod placed in ditches or slopes steeper than 2:1 or any other areas where sod slipping can occur.
- Use wood stakes that are at least 8 in (200 mm) in length and not more than 1 in (25 mm) wide.
- Drive the stakes flush with the top of the sod. Use a minimum of 8 stakes per square yard (meter) to hold sod in place.
- Once sod is placed and staked as necessary, tamp or roll it using adequate equipment to provide good contact with soil.



MARK WILLIAMS
COMMISSIONER

A.G. 'SPUD' WOODWARD
DIRECTOR

**Coastal Marshlands Protection Committee Permit # 671
Final Conditions
December 14, 2012**

**Chatham County, Georgia
Boat Ramp and Recreational Facility Improvements
Turner Creek Boat Ramp, Turner Creek, Johnny Mercer Boulevard,
Whitemarsh Island, Chatham County, Georgia**

Project Description: Installation and maintenance of a two-lane concrete boat ramp, a service dock, bank stabilization and improvements to the existing access road. Total permanent impact to jurisdictional coastal marshlands from the project will be approximately 7,478 sq. ft. (0.17 acre). **Standard and Special conditions apply to this permit.**

Marsh Component:

The marsh component of the project is a two-lane 100' x 35' concrete boat ramp, a new service dock structure consisting of a 41' x 6' (246 sq. ft.) walkway, a 35' x 4' (140 sq. ft.) gangway and a 125' x 8' (1,000 sq. ft.) floating dock, adjacent bank stabilization and improvements to the existing access road on the north side of Johnny Mercer Blvd.

Upland Component:

The upland component is the 6.85 acre upland area containing access roads, parking areas, an office for the Savannah Chatham County Metropolitan Police Department (SCMPD) Marine Patrol and a covered pavilion with picnic tables.

COASTAL MARSHLANDS PROTECTION ACT STANDARD CONDITIONS

1. The project must comply, as applicable, for areas permitted herein, with all other federal, state, and local statutes, ordinances, and regulations and the applicant must obtain all licenses and permits prior to commencement of construction.
2. This permit does not resolve actual or potential disputes regarding ownership of, rights in or over the property upon which the subject project is proposed, and shall not be construed as recognizing or denying any such rights or interests.
3. All plans, documents and materials contained in this permit application, required by Coastal Marshlands Protection Act of 1970, as amended O.C.G.A. § 12-5-280 *et seq.* are a part of this permit and conformance to such plans, documents, and materials are a condition of this permit. No change or deviation from these plans, documents, and materials shall be permitted without prior notification and approval by the Department or CMPC.

4. No further encroachment or construction shall take place within state jurisdiction, except as permitted by the CMPC. Any modification of the plans or structure in the jurisdictional area must be reviewed and approved by the Department or the CMPC, as necessary, prior to construction.
5. No construction or alteration of a project may commence until the expiration of 30 days following the date on which the application is approved; provided however that if a timely appeal is filed, no construction or alteration may commence until all administrative and judicial proceedings are terminated.
6. The permit must be posted onsite within twenty-four (24) hours of beginning construction.
7. A copy of these and all permit conditions must be supplied to the person in charge of construction. All contractors and subcontractors are responsible for strict adherence to all permit conditions.
8. All Best Management Practices (BMPs) should be used to prevent any erosion and sedimentation at the site. No equipment, materials, or debris may be placed in, disposed of, or stored in jurisdictional areas. Any visible alterations in the marsh topography will be restored immediately using low-impact hand tools. Any damage to the marsh vegetation that has not recovered naturally during the next growing season will be repaired by a method acceptable to the Department.
9. If the permitted improvements are damaged, fall into disrepair, become dilapidated, or are not meeting their expected usefulness and are not maintained at a serviceable level, it is the responsibility of the owner to remove the improvements. A new permit will be required to retain and repair the structure, improvement, or asset if it loses its structural integrity and is no longer serviceable.
10. The CMPC is not bound in the future to protect any improvement or asset authorized by the permit.

SPECIAL CONDITIONS

1. Permittee must install manatee awareness signage during construction of the facility and continue to maintain the permanent post-construction signage with the appropriate additional signage at the new service dock. . The permittee shall adhere to standard manatee conditions and procedures for aquatic construction as approved by the Savannah District Office of the US Army Corps of Engineers, US Fish and Wildlife Service, and the Georgia Department of Natural Resources.
2. The applicant must operate and maintain the dock in a manner that will not unreasonably obstruct navigation to and from neighboring properties.
3. There shall be no commercial activity at the permitted public boat ramp and service dock.
4. There shall be no overnight mooring of non-governmental vessels at the service dock.
5. Permittee shall provide a copy of the rules and regulations for the public boat ramp facility to the department for review prior to completion of the facility.
6. The rules and regulations shall be posted at the facility and an enforcement mechanism shall be identified by Chatham County.
7. Permittee may be required to provide a post-construction survey to the Georgia Department of Natural Resources, Coastal Resources Division within 30 days of completion of the permitted activity. Such survey shall comply with the Georgia Plat Act O.C.G.A. 15-6-67 *et seq.*

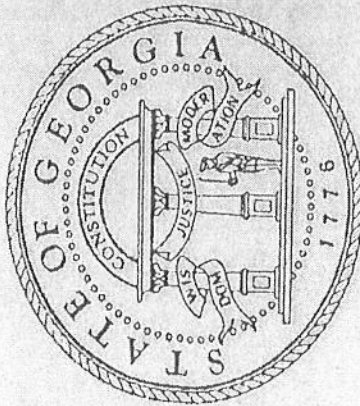
Georgia Coastal Marshlands Protection Committee

PERMIT

Issued Pursuant to O.C.G.A. 12-5-280

To: Chatham County, Georgia

For: Installation and maintenance of a two-lane concrete boat ramp, a service dock, bank stabilization and improvements to the existing access road. Total permanent impact to jurisdictional coastal marshlands from the project will be approximately 7,478 sq. ft. (0.17 acre). **Standard and Special conditions apply to this permit.**



Date: December 14, 2012

Expiration Date: December 14, 2017

Permit Number: 671

Authorized By: B. Crane



For further information, please contact the DNR Coastal Resources Division at (912) 264-7218

ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

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

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

(CONTRACTOR)
certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as procurement **Turner's Creek Boat Ramp Improvements – Phase II Buliding and Pavilion** (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 **Turner's Creek Baot Ramp Improvements – Phase II Buliding and Pavilion** hereby consent, covenant and agree as follows:

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

Signature

Date

ATTACHMENT C
DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

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

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

6. List any contracts not completed on time.

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

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

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that

Company Name _____

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

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

DPC Form #45

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on, _____, ___, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT E

CHATHAM COUNTY, GEORGIA

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

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

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

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

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

ATTACHMENT F

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

Name of Bidder: _____

Name of Project: _____

Bid No: _____

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

MBE Total _____

WBE Total _____%

M/WBE Combined _____%

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

Signature _____ Print _____

Phone () _____

Fax () _____

ATTACHMENT G

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

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

1.) _____ I am a citizen of the United States.

OR

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

OR

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

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

Signature of Applicant: _____

Date _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

ATTACHMENT H

Chatham Apprentice Program Documentation

(must be submitted to County MWBE Coordinator with 1st Pay Request)

Contractor _____

Name of Project _____

Contract No. _____

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

Date of Inquiry

of Available Participants

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

Trade Category _____

Trade Category _____

Trade Category _____

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

REFERENCE FORM

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

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

REFERENCE FORM

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

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

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

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

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

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE / FAX NO'S.

E-MAIL

LEGAL NOTICE

CC NO. 166247

Invitation to Bid

Sealed Bids will be received until 2:00 P.M. on OCTOBER 15, 2015 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 : 15-0101-4 TURNER'S CREEK BOAT RAMP IMPROVEMENTS – PHASE II BUILDING AND PAVILION

PRE-BID CONFERENCE: Conference will be held at the The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on OCTOBER 1, 2015, at 2:00 P.M. You are encouraged to attend.

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

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

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

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

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

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



MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH NEWS/PRESS INSERT: Sep. 17, 2015
Please send affidavit to:
Chatham County Purchasing & Contracting Department
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406
(912) 790-1622