INVITATION TO BID

BID NO. 16-0073-4

PAVEMENT REHABILITATION 2016 - SECOND LET

PRE-BID CONFERENCE: 2:00 PM, SEPTEMBER 13, 2016

BID OPENING: 2:00 PM, SEPTEMBER 27, 2016

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE
COMMISSIONER JAMES J. HOLMES
COMMISSIONER TONY CENTER
COMMISSIONER PATRICK J. FARRELL

COMMISSIONER YUSUF K. SHABAZZ
COMMISSIONER LORI L. BRADY
COMMISSIONER DEAN KICKLIGHTER
COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

DOCUMENT CHECK LIST

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

X GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS
X SURETY REQUIREMENTS - A Bid Bond of 5% with this ITB.
XPROPOSAL
PLANS/SPECIFICATIONS – No additional plans are available for this project.
X_BID SCHEDULE
PERFORMANCE BOND - Rquired at the time of contract.
PAYMENT BOND – Required at the time of contract.
CONTRACT
X_LEGAL NOTICE
X_ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT, E. BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, F. M/WBE PARTICIPATION REPORT, G. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS, H. CHATHAM APPRENTICE PROGRAM DOCUMENTATION
X DOCUMENTATION OF ABILITY TO PERFORM BID REQUIREMENTS. THIS MAY BE REQUIRED OF BIDDERS AFTER SUBMISSION OF BIDS.
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 CERTIFICA CITY		
CITYCOUNTY		
OTHER		
minority and woman owned businesses submitting bids o minority or woman owned b one or more minority/female	I businesses. In order to or proposals are encoura usiness is defined as a bus e individuals and whose da	hed goals to increase participation of accurately document participation, ged to report ownership status. A iness with at least 51% ownership by aily business operations are managed the owners. Please check ownership
African-American	Asian American	Hispanic
Native American or Alaskan	IndianWo	man
In the award of "Competitivof several evaluation criteria for Proposal.	e Sealed Proposals", mino used in the award process	rity/female participation may be one when specified as such in the Request
RECEIPT IS HEREBY ACKN	NOWLEDGED OF ADDEN	NDA NUMBER(S)
	failure to return each, con	the above listed and marked documents apleted and signed as required, may be
BY:		
DATE		
SIGNATURE		
SIGNATURE		

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

Date: August 19, 2016

BID NO. 16-0073-4

GENERAL INFORMATION FOR INVITATION FOR BID

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Agent, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM local time, SEPTEMBER 27, 2016, 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 <u>Pre-bid Conference</u> has been scheduled to be conducted at <u>The Chatham County Citizens</u> Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, on <u>SEPTEMBER 13</u>, <u>2016</u>, 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 Director will issue a written addendum to document each approved change. Generally when addenda are required, the bid opening date will be changed.

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

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

INSTRUCTIONS TO BIDDERS

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

1.2 How to Prepare Bids: All bids shall be:

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

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

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

- a. An original and <u>duplicate</u> copy must be submitted in a sealed opaque envelope, plainly marked with the bid number and title, date and time of bid opening, and company name.
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director 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 Director in the following manner:

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

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

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

- 1.15 **Performance Evaluation:** On 11April 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date. Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Agent.
- 1.16 **Payment of Taxes**: No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.
- 1.17 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of Residential and General Contractors by 1 July 2008:
 - *Residential Basic Contractor (Contractor work relative to detached one-family and two-family residences and one-family townhouses not over three stories in height).
 - *Residential Light Commercial Contractor (Contractor work or activity related to multifamily and multiuse light commercial buildings and structures).
 - *General Contractor (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

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

1.18 **Immigration:** On 1 July, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or 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.uscis.gov. to find the E-Verify information.

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

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

1.19 Chatham Apprentice Program Hiring: Chatham County has established a Chatham Apprentice Program (CAP) to train area residents in the building trades. Successful Contractor shall be required to make a good faith effort to utilize labor from the CAP Program on this project when feasible. A Good Faith Effort will be demonstrated by documentation of inquiry into CAP labor available and resulting hiring of CAP labor or providing reasons for Contractor not utilizing any CAP labor. Form demonstrating Good Faith Effort is enclosed in this bid package. Contractor shall complete the form and return with their first pay request. All questions regarding CAP student hiring should be directed to Daniel Dodd-Ramirez at (912) 232-6747.

GENERAL CONDITIONS

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

proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.

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

- not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.
- 2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.
- 2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The <u>Chatham County Purchasing Procedures Manual</u>, Article IX Appeals and Remedies shall govern the review and resolution of all protests.
- 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

<u>Division current and up-to-date Certificates of Insurance for multiple year contracts before</u> the end of each term. **Failure to do so may be cause for termination of contract.**

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

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

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

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

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

2.16.3 Special Requirements:

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

2.16.4 Additional Coverage for Specific Procurement Projects:

a. Professional Liability: Insure errors or omission on behalf of architects,

engineers, attorneys, medical professionals, and consultants.

Minimum Limits:
Coverage Requirement:

\$1 million per claim/occurrence

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

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

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

provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.

- d. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- 2.21 Owner's Rights Concerning Award: The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:
 - a. Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
 - b. Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
 - c. Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
 - d. Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations; and
 - e. Whether the bidder has made a Good Faith Effort to meet local participation goals for local economic impact for Disadvantaged Business Enterprises and Small Business Enterprises.

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

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

may be amended.

2.23 Debarred or Suspended Subcontractors.

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

2.24 Cone of Silence:

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

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

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

c. A Minority/Female Business Enterprise (M/WBE) is a business concern that is at

least 51% owned by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.

- 2.26 **LIQUIDATED DAMAGES**: Failure to complete all work within 60 calendar days plus any extension authorized in writing by the County shall entitle the County to deduct as "Liquidated Damages" from the monies due the Contractor the amount of \$200 for each calendar day in excess of the authorized construction time.
- 2.26 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBEs. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered <u>nonresponsive</u>.

Each bidder or proposer is required to maintain records of such efforts in detail adequate to permit a determination of compliance with these requirements. All contracts will reflect Good Faith Efforts and reporting requirements for the term of the contract. The County particularly urges general contractors to give emphasis to subcontracting with local area firms. For information on the program or M/WBE contractors/vendors please contact 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:

Project Name

d. 110ject Panie.
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

\$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.

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.

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

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

ADDITIONAL CONDITIONS

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

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

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

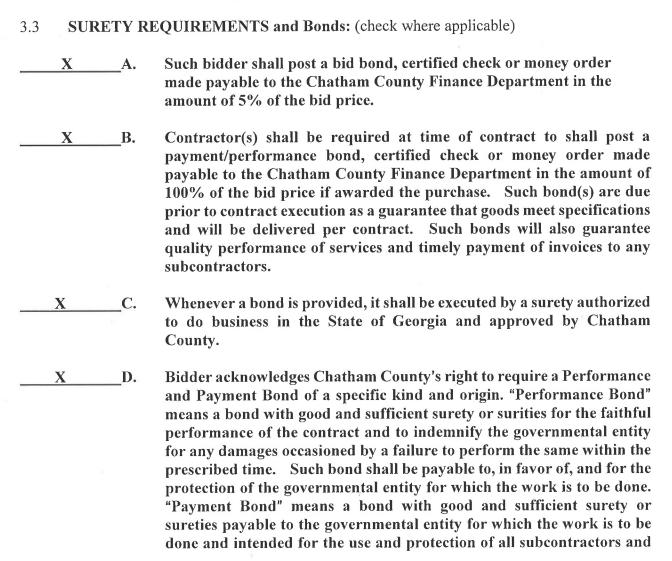
After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to the County, then the total amount to be retained may be reduced to 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer,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

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

The CONTRACTOR may submit a final invoice to the County for the remaining retainage

upon COUNTY'S acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by the COUNTY to the

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



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	
N		TITLE	
		COMPANY	
	Phone / F	Fax No's. / e-mail	

CHATHAM COUNTY, GEORGIA SURETY REQUIREMENTS

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

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

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

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

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

COMPANY	DATE
SIGNATURE	TITLE
TELEPHONE NUMBER	

SPECIFICATIONS FOR:

PAVEMENT REHABILITATION 2016 - SECOND LET

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

Five and a half miles of pavement rehabilitation and resurfacing on sixteen county roads including Dinghy Place, Brittlewood Drive, Suncrest Blvd. South, Kentshire Court, Halifax Rd., Ashley Rd., Montford Ct., Wyckfield Ct., Sea Palm Rd., Cromwell Rd., Pineneedle Dr., Woodridge Dr., Chatsworth Rd., Druid Rd., Palmetto Cove Rd. and Woodbine Rd.

The Prime Contractor must be pre-qualified by GDOT at the time of the bid opening. All subcontractors must be qualified or registered by GDOT prior to beginning work on the project. All subcontractors must be listed in the bid package or approved by the County in writing prior to performing work on the project.

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 150 CALENDAR DAYS AFTER THE TEN DAY PERIOD.

Resurfacing 2016 2nd Let Bid Sheet

Item No.	Description	Unit	Quantity	Unit Price	Total
150-1000	TRAFFIC CONTROL	LS	1		
163-0232	TEMPORARY GRASSING	AC	1		
163-0240	MULCH	TN	6		
210-0100	GRADING COMPLETE	LS	1		
231-1000	DEEP PATCHING	SY	50		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	22		
402-3102	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP 1, GP 2 ONLY, INCL. BITUM MATL & H LIME	TN	5557		
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUM MATL & H LIME	TN	3753		
	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL. BITUM MATL & H LIME	TN	7		
413-1000	BITUM TACK COAT	GL	5501		
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK INTERLAYER, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	4469		
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	36577		
441-3940	CONC SWALE, 4 FT W X 6.5 IN D	LF	96		
441-4015	CONC FILLET AT INTERSECTION, 6 IN DEPTH	SY	20		
441-6002	CONC CURB & GUTTER, 6 IN X 18 IN, TP 2	LF	50		
441-6003	CONC CURB & GUTTER, ROLL TYPE	LF	40		
611-8050	ADJUST MANHOLE TO GRADE	EA	10		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	407		
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	2.8		
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOV	LM	0.4		
653-6004	THERMOPLASTIC TRAFFIC STRIPING, WHITE	SY	100		
654-1011	BLUE RAISED PVMT MARKERS, TP 1	EA	12		
700-6910	PERMANENT GRASSING	AC	2.5		
700-7000	AGRICULTURAL LIME	TN	2		60
700-7010	LIQUID LIME	GL	5		
700-8000	FERTILIZER MIXED GRADE	TN	1		
999-9000	FIELD CONDITION ALLOWANCE	LS	1	\$50,000.00	\$50,000.00

Total Bid (Round off to whole dollar)

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

LIST OF SUBCONTRACTORS

NAME AND ADDRESS	TYPE OF WORK						
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SPECIAL CONDITIONS PAVEMENT REHABILITATION 2016 SECOND LET

1. **DESCRIPTION OF WORK:**

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

Five and a half miles of pavement rehabilitation and resurfacing on sixteen county roads including Dinghy Place, Brittlewood Drive, Suncrest Blvd. South, Kentshire Court, Halifax Rd., Ashley Rd., Montford Ct., Wyckfield Ct., Sea Palm Rd., Cromwell Rd., Pineneedle Dr., Woodridge Dr., Chatsworth Rd., Druid Rd., Palmetto Cove Rd. and Woodbine Rd.

Location maps, typical sections and special provisions for the project are included in this proposal.

All work under this contract shall be done in accordance with the Georgia Department of Transportation (GDOT) Standard Specifications, latest edition and subsequent supplemental specifications; the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the following Shelf Special Provisions which are available on the GDOT website at www.dot.ga.gov/PS/Business/Source/SpecialProvisions: 150 Traffic Control, 828 Hot Mix Asphaltic Concrete Mixtures, except for certain items deleted or modified in these documents. Special Provisions for Prompt Payment, 415 Asphaltic Concrete Open Graded Interlayer and Sampling and Testing are included in this proposal will also apply.

Contract administration, inspection and concrete testing will be performed by Chatham County.

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

The Prime Contractor must be pre-qualified by GDOT at the time of the bid opening. All subcontractors must be qualified or registered by GDOT prior to beginning work on the project. All subcontractors must be listed in the bid package or approved by the County in writing prior to performing work on the project.

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

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

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

2. <u>COMMENCEMENT AND COMPLETION:</u> The Contractor shall agree to commence work under this contract within ten (10) working days after the Notice to Proceed is issued, and complete all work within <u>150</u> calendar days after the 10-day period. The Contractor shall work continuously on the project after the Notice to Proceed is issued.

Intermediate Deadlines

- 1. Asphalt operations including milling, patching, placement of base and paving must be completed on each road within two weeks of starting on Dinghy Place, Brittlewood Drive, Suncrest Blvd. South, Kentshire Court, Halifax Rd., Ashley Rd., Montford Ct., Wyckfield Ct., Sea Palm Rd., Cromwell Rd., Pineneedle Dr., Woodridge Dr., Chatsworth Rd., Druid Rd., Palmetto Cove Rd. and Woodbine Rd.
- 2. Milled surfaces shall be resurfaced as follows:
 - a. Asphalt shall be covered within 7 calendar days.
 - b. Soil cement shall be covered within 48 hours.
 - c. Graded aggregate base shall be covered within 3 calendar days.
- 3. Crack relief interlayer shall be covered as follows:
 - a. OGI shall be covered within 48 hours.
- 4. Areas for removal and replacement of asphalt and base shall be completed to the top of the binder within 7 days of commencement or shall be completed one lane at a time.

The Contractor shall notify the County when the work is substantially complete by submitting in writing a request for a Certificate of Substantial Completion (Substantial Completion shall mean the date when the work has progressed to the point where it can be utilized for the purpose for which it is intended). The Certificate shall be a mutually agreed upon document listing the date of substantial completion, items of the work remaining to be completed or corrected and shall fix the time within which the Contractor shall complete items listed therein (no more than 60 days). The Certificate shall be signed by the Contractors Construction Manager and the County Project Manager. Time charges shall recommence if all work, including corrective work but excluding permanent grassing, is not complete within the time specified in the Certificate.

- 3. <u>MAINTENANCE</u>: Once the Notice to Proceed has been issued, the Contractor is held responsible for all maintenance within the limits of the project throughout the duration of the contract without exception.
- 4. <u>LIQUIDATED DAMAGES</u>: Failure to complete all work within 150 calendar days plus any extension authorized in writing by the County Engineer shall entitle the County to deduct as

"Liquidated Damages" from the monies due the Contractor the amount of \$250 for each calendar day in excess of the authorized construction time. The Georgia Department of Transportation schedule for liquidated damages will not be used.

Failure to meet any of the intermediate deadlines outlined above in the section for Commencement and Completion plus any extension authorized in writing by the County Engineer shall entitle the County to deduct as "Liquidated Damages" from the monies due the Contractor the amount of \$200 for each calendar day in excess of the authorized construction time and the Contractor will be required to make corrections or complete any patching required due to traffic on exposed surfaces at their own expense.

- 5. <u>PRECONSTRUCTION CONFERENCE</u>: The Contractor shall attend a pre-construction conference prior to commencing any work. The Project Manager and Project Superintendent need to be in attendance.
- 6. <u>CONSTRUCTION SCHEDULE:</u> The Contractor shall prepare a detailed schedule showing progress dates and completion dates of all phases of construction, including the critical path for the project. The schedule must be submitted and approved prior to commencement of work.
- 7. **PAYMENT:** Quantities are approximate and payment shall be for measurements of actual in-place work as per the plans and specifications. Any quantities exceeding the contract amount shall be requested by the Contractor in writing, for approval by the County Engineer, prior to the work being performed. Payment will not be made for additional quantities without prior, written approval of the County Engineer.
- 8. TRAFFIC CONTROL: Traffic Safety is paramount. All roads must be open to traffic at all times. The Contractor will be responsible for all traffic control, in accordance with the Manual on Uniform Traffic Control Devices, GDOT standards and details, Special Provision 150 and all other safety measures that will enhance the safety of the construction site. All costs associated with this work shall be included in the bid price for traffic control. The Contractor shall submit a traffic control plan for approval prior to beginning any work. Any changes to the approved traffic control plan must be submitted and approved in writing.
- 9. <u>INCIDENTAL ITEMS OF CONSTRUCTION:</u> The cost associated with any incidental items of construction in which no specific pay items are set up for shall be included in the overall cost of the project.
- 10. **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 sub-contractor), proposal preparation and all administrative costs.
- 11. **PRECONSTRUCTION INSPECTION:** A preconstruction DVD or CD of photographs is required and must be submitted to Chatham County Department of Engineering for approval prior to the start of work. Each road should be filmed and labeled individually on the disk. Special emphasis shall be given to record the existing condition of roadway pavement, signs, driveways, utilities and any other improvements within 20 feet of the project limits.
- 12. **GRADED AGGREGATE BASE**: The graded aggregate base will be granite only. Lime rock, and recycled or crushed concrete are not approved base materials for this project. GAB quantities are set up for base material for deep patching locations with a minimum size of 6 ft. by 6 ft.
- 13. <u>BITUMINOUS TACK</u>: Only Asphalt Cement, performance grade PG 58-22, PG 64-22 or PG 67-22 will be allowed. Emulsified asphalt shall not be used with the exception of the prime coat required for graded aggregate base.
- 14. **WORK HOURS:** Contractor work hours shall be restricted to daylight hours on weekdays unless specifically approved otherwise at least 48 hours in advance.
- 15. <u>UTILITIES:</u> The Contractor will be responsible for all utility coordination and protection of utility facilities.
- 16. **ENCROACHMENT PERMIT:** Contractor shall obtain an Encroachment Permit through the Public Works Department prior to any work within County right of way.
- 17. **PRIME CONTRACTOR SUPERINTENDENT:** A qualified Superintendent of the prime contractor shall be on-site at all times during construction activities, including those of subcontractors. A sub-contractor will not be an approved representative of the prime contractor. If the Superintendent is not present to control the work, work may be suspended by County

personnel until such time as the Superintendent is on-site and has adequately addressed any problems or concerns.

- 18. **DEEP PATCHING:** The bid price for this item to include all labor and equipment for saw cutting to a vertical edge, excavation and removal of a minimum of 6 inches to a maximum of 10 inches of existing materials including tree roots, grading and compaction of the subgrade. The subgrade shall be free of any and all organics to a depth of 6 inches. Patches will be either 6 inches of concrete or 8 inches of GAB with 2 inches of 19mm asphalt. The GAB, asphalt, and concrete will be paid separately. Areas to be patched that are smaller in width or length then 6 ft. shall use concrete, and patches that have a larger area shall use GAB with 2 inches of 19mm asphalt. Patching is expected on sections of Brittlewood Dr. and Montford Ct. The Chatham County department of engineering will mark the areas to be patched prior to the work being performed.
- 19. **GRADING COMPLETE:** Grading Complete for this project should include but is not limited to: removal of base and pavement in sections as listed for full width removal and replacement on Finn Circle, Junco Way and Sugar Mill Drive, borrow material, hauling and placing or excavating material as needed, grading shoulders and driveways, adjusting water valves to grade, tree trimming as needed to allow for paving operations, cleaning gutters throughout the paving limits and other miscellaneous work as required. Shoulder grading will be required on Dinghy Place, Suncrest Blvd. South and Woodbine Rd. Some grading may require hand work around existing trees, landscaping and mailboxes. If mailboxes must be moved to complete shoulder work, the Contractor is responsible for removing and replacing them on the same day. Shoulder building shall not begin until at least three days after the paving is complete. The Contractor will be responsible for removal and replacement of any damaged pavement surface as per GDOT specifications.
- 20. **GRASSING:** Graded areas shall be stabilized daily with either grass or mulch. Grassing shall be completed within 7 days of disturbance. It will be the Contractors responsibility to maintain all areas until a final stand of grass is established and accepted. This includes watering, mowing, reseeding, additional applications of mixed grade fertilizer or other miscellaneous work as related to maintenance of the grass as needed. The cost for this work shall be included in the bid price for temporary and permanent grassing. The Contractor is responsible for keeping sediment from entering storm drainage structures or leaving the site. Additional Best Management Practice (BMP) devices may be required and will not be measured separately for payment but will be included in the overall bid for the project.
- 21. **DRIVEWAYS:** Existing asphalt and concrete driveways shall be cleaned, tacked and paved up to 5 feet back from the edge of pavement as necessary to provide a smooth transition and positive drainage on Dinghy Pl., Suncrest Blvd. South and Woodbine Rd.
- 22. MISCELLANEOUS CONCRETE All concrete work shall be coordinated with paving operations on said roads to ensure no damage to either the new concrete or new asphalt. The curb and gutter, swale and fillet shall be installed such that positive drainage is achieved. The curb and gutter shall be constructed using GDOT standards and to match existing. The swales and fillets shall conform to the details included in this proposal as well as to best match existing. Some survey work will be required to ensure adequate drainage.

23. **NOTIFICATION OF WORK**: The Contractor will be responsible for providing written notice to property owners along roads with on street parking a minimum of 48 hours in advance of the work.

25. SAMPLING AND TESTING OF MATERIALS:

All sampling and testing services shall be performed by an independent testing agency which operates in accordance to ASTM D3470 and E329, latest edition, and accepted by the County Engineer, at the contractor's expense. All sampling and testing will be in accordance with the Georgia Department of Transportation Standard Specifications and Sampling, Testing and Inspection Guide except as modified here. It should be understood that these are minimum requirements and that additional testing may be requested by the Engineer as needed. A copy of all test reports shall be sent to the Engineer. The cost associated with testing will be included in the bid price for that item.

- a. Section 208 Embankment- One sample per major soil type shall be taken to ensure that the material meets the requirement for Class IIB3 or better soils as per GDOT Standard Specification 810.2.01. One in-place density test shall be taken per area of embankment constructed at one time on every other lift, or every 2,000 cubic yards, whichever is less. Required compaction is a minimum of 95% of the maximum dry density and optimum moisture content as determined by the testing agency. Any areas that fail a compaction test must pass a retest prior to any additional embankment being placed at that location. Testing as per GDT 7, 20, 21, 24a, 24b, 59, 67.
- b. Section 209 Subgrade One in-place density test shall be taken per every 1,000 linear feet, maximum 24 foot width, for each section set up at one time. Compaction shall be a minimum of 100% of maximum dry density and optimum moisture content as determined by the testing agency. Any areas that fail a compaction test must pass a retest prior to placement of base course. The subgrade shall be proof rolled with a loaded dump truck and approved by the Engineer prior to placement of any base course. Testing as per GDT 7, 20, 24a, 24b, 59, 67.
- c. Section 310 Graded Aggregate Construction One thickness measurement and one in-place density test per 1,000 linear feet, maximum 24 foot width, for each section set up at one time. A proof roll with a loaded dump truck may be required by the Engineer prior to placement of any asphalt or bituminous prime coat. Testing as per GDT 21,59.
- d. Section 400 & 402 Hot Mix Asphalt Construction The contractor shall be responsible for comparison testing and quality assurance according to GDOT Standard Specification 400.3.06.A. 3.4. and compaction testing according to GDOT Standard Specification 400.3.06.B. This testing may be waived by the Engineer for projects with a total of 500 tons or less of asphalt.
- e. Section 441 Miscellaneous Concrete One set of test cylinders per each 100 cumulative cubic yards or one set per week if placement is less than 100 cumulative cubic yards per week. Air and slump test are required when cylinders are made and as necessary to insure adequate control. Cylinders shall be tested at 28 days in accordance with ASTM C39. for compaction testing to expedite construction. Verbal approval will not be acceptable. The cost associated with testing shall be included in the bid price for that item.

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

PROPOSAL INDEX: This proposal includes the following attachments for your information:

- Location Maps
- Sections and Details
- A Summary of Quantities
- Asphalt Core Report
- Special Provision Section 415 Asphaltic Concrete Open Graded Interlayer

RESURFACING 2016 2ND LET - SUMMARY OF QUANTITIES

ROADS		TOTAL					O.Z. n. Pa								M. Pa			Odbine Ra
PAY ITEMS	UNIT	QUANTITY	370	528	7445		634		264	475			1267	1214	1478	1584	370	528
Mainline Paving	SY		762	1405	16222	2564	1619	6684	826	1241	5632	23374	3309	3576	3778	2482	1396	1525
Turnout Paving (to the back of radius)	SY		0	64	147	0	0	0	0	0	170	13513	0	0	0	0	0	0
Driveway Paving	SY		72	0	1210	0	0	0	0	0	0	0	0	0	0	0	0	117
TEMPORARY GRASSING	AC	2.5	0.1		2.3													0.1
MULCH	TN	6	0.1		5.8													0.1
GRADING COMPLETE	LS		shoulders		shoulders													shoulders
DEEP PATCHING	SY	50		44					6									
GR AGGR BASE CRS, INCL MATL	TN	22		20					2									
RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP 1, GP 2 ONLY, INCL. BITUM MATL & H LIME	TN	5052	60	136	1626	237	150	618	76	115	537	0	306	331	349	230	129	152
RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUM MATL & H LIME		3412										3412						
RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL. BITUM MATL & H LIME	TN	0																
ASPHALTIC CONCRETE OPEN GRADED CRACK INTERLAYER, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	4063	34	66	737	115	73	301	37	56	261	1660	149	161	170	112	63	69
BITUM TACK COAT	GL	5501	50.04	88.14	1054.74	153.824	97.152	401.016	49.56	74.448	348.12	2213.22	198.528	214.544	226.688	148.896	83.776	98.54
MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	36577	0	703	0	1282	810	3342	413	620	2816	19322	1654	1788	1889	1241	698	0
CONC VALLEY GUTTER, 4 FT W X 6.5 IN D	LF	96											48	24		24		
CONC FILLET AT INTERSECTION, 6 IN DEPTH	SY	20		16														
CONC CURB & GUTTER, 6 IN X 18 IN, TP 2	LF	50				25		25										
CONC CURB & GUTTER, ROLL TYPE	LF	40						10				30						
ADJUST MANHOLE TO GRADE	EA	4						1			2					1		
THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	407	9	12	10	24	12	36	11	12	36	65	36	13	48	36	34	13
THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	170			170													
THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	4.4			2.8							1.6						
BLUE RAISED PVMT MARKERS, TP 1	EA	10					1	2	1			5			1			
PERMANENT GRASSING	AC	2.5	0.1		2.3													0.1
AGRICULTURAL LIME	TN	1.9	0.05		1.8													0.05
LIQUID LIME	GL	5	0.5		4													0.5
FERTILIZER MIXED GRADE	TN	0.9	0.05		0.8													0.05

Revised: May 17, 2011

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

Section 415—Asphaltic Concrete Open Graded Interlayer

415.1 General Description

This work includes constructing a bituminous plant produced Asphaltic Concrete Open Interlayer over the existing roadway surface. The mixture shall serve as asphaltic concrete leveling over irregular surfaces and provide mitigation for reflective cracking prior to the placement of the final surface pavement. The mixture shall conform to the lines, grades, thicknesses, typical sections and cross sections shown on the Plans or established by the Engineer.

This section includes the requirements for Asphaltic Concrete Open Graded Interlayer mixtures regardless of the gradation of the aggregates, type and amount of bituminous material, or pavement use. Follow the requirements in <u>Section 400</u>, and <u>Section 828</u> for production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

Acceptance of work is on a lot-to-lot basis according to the requirements of this Section, Section 400 and Section 106.

415.1.01 Definitions

Asphaltic Concrete Open Graded Interlayer: an open graded mixture placed at a lift thickness that yields stone on stone contact that provides in-place air void content in excess of 20% to mitigate existing cracking within asphaltic concrete pavements.

415.1.02 Related References

A. Standard Specifications

Section 400 – Hot Mix Asphaltic Concrete Construction

Section 800- Coarse Aggregate

Section 802 - Aggregate for Asphaltic Concrete

Section 820- Asphalt Cement

Section 828- Hot Mix Asphaltic Concrete Mixtures

A. Standard Specifications

Section 106—Control of Materials

Section 109—Measurement and Payment

Section 152—Field Laboratory Building

Section 413—Bituminous Tack Coat

Section 802—Coarse Aggregate for Asphaltic Concrete

Section 828—Hot Mix Asphaltic Concrete Mixtures

B. Referenced Documents

AASHTO T 209

AASHTO T 202

AASHTO T 49

AASHTO T 315

<u>Department of Transportation Standard Operating Procedure (SOP) 27, "Quality Assurance for Hot Mix Asphaltic Concrete Plants in Georgia"</u>

Department of Transportation Standard Operating Procedure (SOP) 15

Department of Transportation Standard Operation Procedure (SOP) 40

GDT 38

GDT 73

GDT 83

GDT 119

GDT 125

GDT 126

GSP 15

GSP 21

QPL 1

QPL 2

QPL 7

QPL 26

QPL 39

QPL 41

QPL 45

415.1.03 Submittals

A. Invoices

Furnish formal written invoices from a supplier for all materials used in production of HMA when requested by Department. Show the following on the Bill of Lading:

- Date shipped
- Quantity in tons (megagrams)
- Included with or without additives (for asphalt cement)

Purchase asphaltic cement directly from a supplier listed on <u>Qualified Products List 7</u> and provide copies of Bill of Lading at the Department's request.

B. Paving Plan

Before starting asphaltic concrete construction, submit a written paving plan to the Engineer for approval. Include the following on the paving plan:

- · Proposed starting date
- Location of plant(s)
- Rate of production
- Average haul distance(s)
- Number of haul trucks
- Paver speed feet (meter)/minute for each placement operation
- Mat width for each placement operation
- Number and type of rollers for each placement operation
- Sketch of the typical section showing the paving sequence for each placement operation
- Electronic controls used for each placement operation
- Temporary pavement marking plan

If staged construction is designated in the Plans or contract, provide a paving plan for each construction stage.

If segregation is detected, submit a written plan of measures and actions to prevent segregation. Work will not continue until the plan is submitted to and approved by the Department.

C. Job Mix Formula

Submit to the Engineer a written job mix formula proposed for each mixture type to be used based on an approved mix design. Furnish the following information for each mix:

- Specific project for which the mixture will be used
- Source and description of the materials to be used
- Mixture I.D. Number
- · Proportions of the raw materials to be combined in the paving mixture
- Single percentage of the combined mineral aggregates passing each specified sieve
- Single percentage of asphalt by weight of the total mix to be incorporated in the completed mixture
- Single temperature at which to discharge the mixture from the plant
- Theoretical specific gravity of the mixture at the designated asphalt content
- Name of the person or agency responsible for quality control of the mixture during production

Do the following to have the formulas approved in accordance with <u>SOP 40 "Approval of Contractor Job Mix Formulas"</u> and to ensure their quality:

- 1. Submit proposed job mix formulas for review at least two weeks before beginning the mixing operations.
- 2. Do not start hot mix asphaltic concrete work until the Engineer has approved a job mix formula for the mixture to be used. No mixture will be accepted until the Engineer has given approval.
- 3. Provide mix designs for all SMA, Superpave and 4.75 mm mixes to be used. The Department will provide mix design results for other mixes to be used.
- 4. After a job mix formula has been approved, assume responsibility for the quality control of the mixtures supplied to the Department according to <u>Subsection 106.01</u>, "Source of Supply and Quantity of Materials."

D. Quality Control Program

Submit a Quality Control Plan to the Office of Materials and Research for approval. The Quality Control Program will be included as part of the certification in the annual plant inspection report.

415.2 Materials

The requirements established in <u>Section 400</u> are to be followed for Asphaltic Concrete Open Interlayer production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

Ensure that materials comply with the specifications listed in Table 1.

Table 1—Materials Specifications

Material	Subsection
Asphalt Cement, Grade Specified	820.2
Coarse Aggregates for Asphaltic Concrete	802.2.02
Fine Aggregates for Asphaltic Concrete	802.2.01
Mineral Filler	883.1
Heat Stable Anti-Stripping Additive	831,2.04
Hydrated Lime	882.2.03

Silicone Fluid (When approved by the Office of Materials and Research)	831.2.05
Bituminous Tack Coat: PG 58-22, PG 64-22, PG 67-22	820.2
Hot Mix Asphaltic Concrete Mixtures	828

415.2.01 Mix Design Requirements

The Open Graded Mixture shall be formulated to contain approximately 20 to 25 percent in-place air voids after compaction. Use approved mixtures that meet the following mixture control tolerances and design criteria:

Table 1 - Asphaltic Concrete Open Graded Interlayer Mixture Design and Control

Mixture		Design Gradation Limits, % Passing	
Sieve Size	Control Tolerance, %	Open Graded Interlayer	
3/4 in (19 mm) sieve	±0.0	100	
1/2 in (12.5 mm) sieve	±6.1	80 - 100	
3/8 in (9.5 mm) sieve	±5.6	40 - 65	
No. 4 (4.75 mm) sieve	±5.7	10 - 25	
No. 8 (2.36 mm) sieve	±4.6	2 - 8	
No. 200 (75 µm) sieve	±2.0	1 - 4	
Range for % AC	±0.4	4.00 - 5.00	
Class of stone (Section 800)		"A" only	
Drain-down (AASHTO T305), %		<0.3	
Design optimum air voids (%)		22% ±1	
Control Sieves used in Acceptance Schedule		3/8 in., No. 8 (9.5 mm, 2.36 mm) and Asphalt Cement	

Notes:

- 1. Use only PG 67-22 asphalt cement (specified in Section 820).
- 2. Use no less than 1.0% hydrated lime regardless of aggregates group or source(s) used.

The Department will design the Open Graded Interlayer mixture. All materials and appropriate related information (material sources, gradation and project for use) shall be furnished to the Office of Materials and Research. Once the materials and related information has been provided, the Department shall have four weeks to design the mixture. The Department will establish the mix design Asphalt Cement content for the mix.

415.3 Construction Requirements

The requirements established in <u>Section 400</u> are to be followed for warm mix asphaltic concrete production and placement, materials, equipment, and acceptance plans except as noted or modified in this Specification.

415.3. 01 Personnel

General Provisions 101 through 150.

415.3.02 Construction

Asphaltic concrete plants that produce mix for Department use are governed by Quality Assurance for Hot Mix Asphaltic Concrete Plants in Georgia, Laboratory Standard Operating Procedure No. 27.

Follow requirements established in <u>Section 400</u> for production and placement, materials, equipment, acceptance plans and adjustments except as noted or modified in this Specification.

- A. Apply the bituminous tack coat according to Section 413. The Engineer will determine the application rate, which must be within the limits of 0.03 gal/yd² to 0.05 gal/yd².
- B. The mix shall be produced and placed at a temperature of $250^{\circ}F$ with a tolerance of $\pm 20^{\circ}F$.
- C. Place the mix to a compacted lift thickness of 1-inch. For construction purposes, the target thickness will be converted to spread rate based on the bulk specific gravity of the asphaltic concrete mixture being used as shown in the following equation:

Spread rate (lbs/yd²) = $t * G_{mb} * 46.8$

Where: t = Compacted lift thickness (inches)

G_{mb}= bulk specific gravity of the mix from the approved mix design

The spread rate shall be controlled within 10 lbs/yd² (6 kg/m²).

- D. Do not place mix at air temperatures below 50°F.
- E. The mix shall be compacted in a manner to achieve 20% 25% in-place air voids. Steel wheel rollers operating in static mode *only* will be used to seat the lift of Asphaltic Concrete Open Graded mixture. Pneumatic tire rollers shall not be allowed on the Asphaltic Concrete Open Graded mat.

415.4. Measurement

If the spread rate exceeds the upper limits outlined in <u>Subsection 415.3.02.C</u>, the mix in excess will not be paid for. If the rate of the spread is less than the lower limit, the deficient course is subject to correction by overlaying the entire lot. The mixture used for correcting deficient areas is paid for at the Contract Unit Price of the course being corrected and is subject to mixture control requirements established in <u>Table 1 – Asphaltic Concrete Open Graded Crack Relief Interlayer Mixture</u> <u>Design and Control</u>.

415.5 Payment

Asphaltic Concrete Open Graded Crack Relief Layer mix is paid for at the Contract Unit Price per ton (megagram). Payment is full compensation for furnishing and placing materials including asphalt cement, hydrated lime, approved additives, and for cleaning and repairing, preparing surfaces, hauling, mixing, spreading, rolling, and performing other operations to complete the Contract Item.

Payment will be made under:

Item No. 415	Asphaltic Concrete Open Graded Crack Relief Interlayer, group-blend, Including bituminous materials and hydrated lime	Per ton (megagram)
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415.5.01 Adjustments

A. Materials Produced and Placed During the Adjustment Period

Follow requirements established in <u>Section 400</u> for production and placement, materials, equipment, acceptance plans and adjustments except as noted or modified in this Specification.

Asphaltic Concrete Open Graded Crack Relief Interlayer shall be granted an adjustment period for the first Lot or day, whichever is less, produced for the Contract. A new adjustment period shall not be granted for a change of producer, mix design or asphalt plant location. The adjustment period is provided to adjust or correct the mix and to establish the construction procedures and sequence of operations. Test the mixture in accordance with Section 400.3.06. Maintain the asphalt cement content and gradation within the limits provided in Table 1 – Asphaltic Concrete Open Graded Interlayer Mixture Design and Control. The Engineer will not used these test results in the acceptance for payment decision but production and placement operations shall cease for failure to meet mixture control tolerances established in Table 1 – Asphaltic Concrete Open Graded Interlayer Mixture Design and Control.

415.5.02 Determine Lot Acceptance

The Engineer will accept the mixture based on visual inspection. The mixture shall be inspected for texture, segregation, bleeding, fat spots, raveling, delamination, tearing, targeted in-place air void content and slippage areas. Remove and replace and areas determined to be unacceptable to the Engineer.



Geotechnical • Construction Materials • Environmental • Facilities

August 11, 2016

Mr. Jeremy Mitchler, E.I.T. Project Manager/Civil Engineer II Chatham County 124 Bull Street, Room 430 Savannah, GA 31401

Reference:

Report of Pavement Coring

Chatham County Roads Resurfacing (Islands)

Savannah, GA

ECS Project Number 23:2870

Dear Mr. Mitchler:

ECS Southeast, LLC (ECS) is pleased to submit this letter report of pavement coring for the islands phase of the above referenced project. The attached report presents an introduction to the proposed project, the method of field exploration and the findings of the exploration. The work was completed in general accordance with ECS Proposal No. 23:3310 per the Task Order 6 dated July 14, 2016.

PROJECT INFORMATION

The project includes 15 roadways located in the Wilmington Island area of Chatham County, Georgia. Nineteen general locations along the roadways were indicated on a Google Earth image provided by Chatham County Engineering. The cores were located in the following roadways:

- Dingy Place (core 1)
- Brittlewood Drive (core 2)
- Palmetto Cove Road (core 3)
- Sea Palm Road (cores 4 and 5)
- Chatsworth Road (core 6)
- Woodridge Drive (core 7)
- Pineneedle Drive (core 8)
- Wyckfield Court (core 9)
- Kentshire Court (core 10)
- Montford Court (core 11)

- Druid Road (core 12)
- Halifax Road (core 13)
- Ashley Road (core 14)
- North Cromwell Road (cores 15, 16 and 17)
- South Cromwell Road (cores 18 and 19)

All of the roadways were asphalt paved, two lanes (one each direction) and located in single-family residential neighborhoods.

The purpose of this exploration was to measure the thickness of the asphalt pavement and underlying base course material at 19 general locations determined by Chatham County. Subgrade exploration, visual pavement condition surveys, and engineering recommendations for pavement design were beyond the scope of our services.

FIELD EXPLORATION

An ECS Southeast, LLC engineer determined specific core locations utilizing identifiable site features from the Google Earth image. The nearest physical address was recorded. Each core location was marked on the asphalt pavement with orange paint and designated C-1 through C-19. At each core location a 4 inch diameter core barrel was utilized to core through the asphalt and underlying base. The thickness of the asphalt was determined by taking an average of 3 measurements of the core. The thickness of the base was determined by measuring the actual core if retrieved wholly or by measuring down the hole if the base was broken up to extract.

FINDINGS

Data from the cores are attached. Please refer to the following table for the existing pavement and base course conditions encountered at each core location.

Core No.	Core Location Address	Approximate Asphalt Thickness (in.)	Approximate Soil Cement Thickness (in.)	Approximate GAB Thickness (in.)	Soil Cement Intact? (Y/N)
C-1	5 Dingy Pl.	2.0	6.0	-	Y
C-2	1006 Brittlewood Dr.	2.0	4.0	-	Υ
C-3	2 Palmetto Cove Rd.	1.25	5.5	-	Υ
C-4	104 Lagoon Dr.	1.25	5.0	-	Υ
C-5	142 Sea Palm Rd.	1.5	4.5	-	Υ

Core No.	Core Location Address	Approximate Asphalt Thickness (in.)	Approximate Soil Cement Thickness (in.)	Approximate GAB Thickness (in.)	Soil Cement In-Tact? (Y/N)
C-6	115 Chatworth Rd.	1.75	4.75	-	Υ
C-7	708 Woodridge Dr.	2.0	4.0	X -	Y
C-8	1011 Pineneedle Dr.	1.75	4.0	-	Υ
C-9	6 Wyckfield Ct.	1.75	4.5	-	Υ
C-10	108 Kentshire Ct.	4.5	5.0	-	Υ
C-11	103 Montford Ct.	1.5	5.5	_	Υ
C-12	106 Druid Ct.	1.25	5.75	-	Y
C-13	104 Helifax Rd.	2.25	5.25	-	Υ
C-14	1016 Ashley Rd.	5.0	0	-	-
C-15	103 N. Cromwell Rd.	3.0	5.0	-	Y
C-16	19 N. Cromwell Rd.	2.5	6.5	_	Υ
C-17	110 N. Cromwell Rd.	2.75	5.25	-	Y
C-18	49 S. Cromwell Rd.	2.75	5.0		γ. Υ
C-19	27 S. Cromwell Rd.	1.5	4.0	_	Υ

The asphalt thickness ranged from 1.25 to 5.0 inches, depending upon location. With the exception of Core 14, a soil cement base was encountered at all of the core locations. At core 14, no base was encountered. All of the soil cement sampled appeared to be intact after coring through. In some cases the core was retrieved inside the core barrel. In other cases the soil cement was broken up with an impact driver and removed by hand.

CLOSING

Our professional services have been performed and our findings obtained in accordance with generally accepted geotechnical engineering principles and practices. ECS is not responsible for the conclusions, opinions or recommendations made by others based on these data. No third party is given the right to rely on this report without express written permission. The use of this report, in whole or in part, without the written permission of ECS, is done so at the user's sole risk.

Chatham County Roads Resurfacing (Islands) ECS Project No. 23:2870 Page 4

Thank you for the opportunity to provide professional services on this project. Should you have questions regarding our findings or need additional consultations, please do not hesitate to contact our office.

Sincerely,

ECS Southeast, LLC represented by:

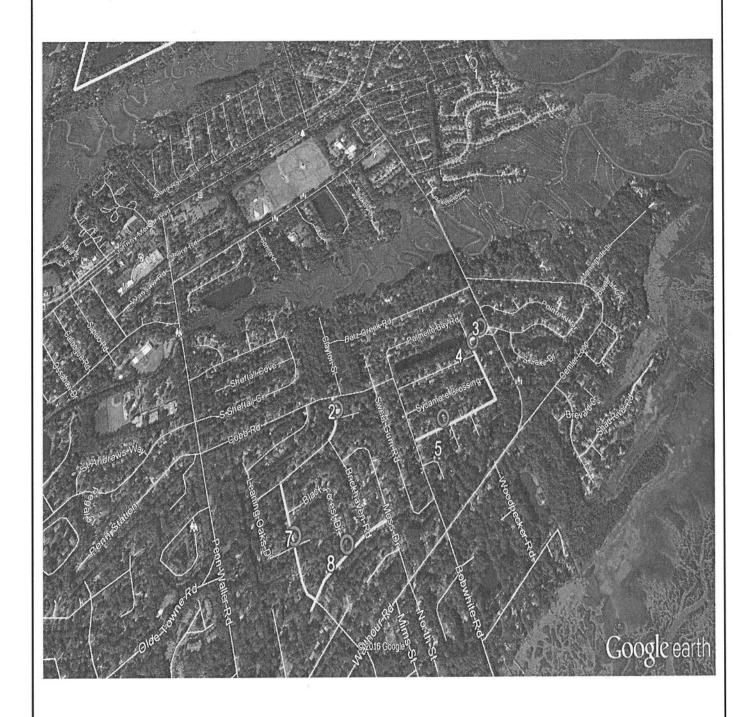
Eric L. Jenkins, P.E.

Project Engineer

Encl: Figures 1 and 2 - Site Location Diagrams

L. Ray Gideon

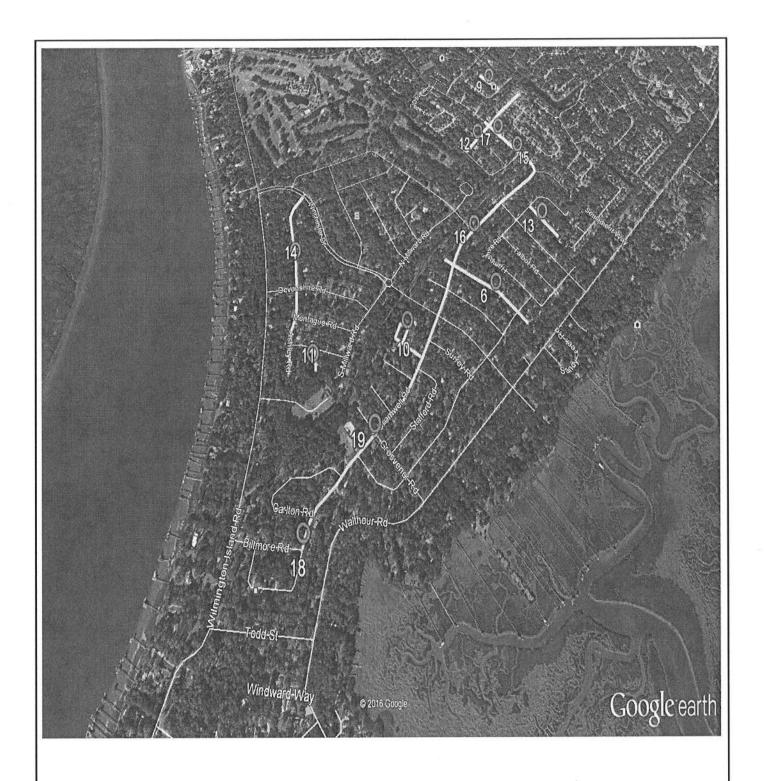
Vice President/Principal



Approximate Site Locations



SITE LOCATION DIAGRAM		Figu No.
REPORT OF PAVEMENT CORING	Project No.: 23:2870	4
Chatham County Roads Resurfacing (Islands) Savannah, GA	NOT TO SCALE	
Reference: Google Earth	Date: 8/2016	



Approximate Site Locations



SITE LOCATION DIAGRAM		
REPORT OF PAVEMENT CORING	Project No.: 23:2870	
Chatham County Roads Resurfacing (Islands) Savannah, GA	NOT TO SCALE	2
Reference: Google Earth	Date: 8/2016	

ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

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

1.	A Drug-Free Workplace will be performance of the contract; and	1	during the
2.	Each sub-contractor under the diffullowing written certification:	rection of the Contractor sh	all secure the
			(CONTRACTOR)
certifies to	o Chatham County that a Drug-Fre	e Workplace will be provide	ed for the employees
during the n	erformance of this contract known	as procurement Pavemen	t Rehabilitation 2016
	et (PROJECT) pursuant to paragra		
	ndersigned further certifies that he		
	listribution, possession, or use of a		
saic, u		e of the contract.	ijuunu uuniig tile
	performance	of the contract.	
	1		
CONTRACT	ΓΩR	DATE	
CONTRACT	TOR	DITTE	
NOTARY		DATE	

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that	t I (We),
	Name
Title	Name of Bidder
Chatham County project procurement	Pavement Rehabilitation 2016 – Second Let hereby ovenant and agree as follows:
discriminated against on the basis of ra-	participation in, denied the benefit of or otherwise ce, color, national origin or gender in connection with the e performance of the contract resulting therefrom;
` '	f this Company to provide equal opportunity to all otherwise interested with the Company, including those cial minorities, and women;
aware of, understands and agrees to tak	knowledge and warrant that this Company has been made e affirmative action to provide minority and women tracticable opportunities to do business with this Company
(4) That the promises of non-discrimit throughout the duration of this contract	nation as made and set forth herein shall be continuing with Chatham County;
	nation as made and set forth herein shall be and are hereby porated by reference in the contract which this Company
discrimination as made and set forth ab	to satisfactorily discharge any of the promises of non- love may constitute a material breach of contract entitling afault and to exercise appropriate remedies including but ct.
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.

fo in	ist any indictments or convictions of any person, subsidiary, or affiliate of this compared or offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense adicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
L	ist any convictions or civil judgments under states or federal antitrust statutes.
p	ist any violations of contract provisions such as knowingly (without good cause) to erform, or unsatisfactory performance, in accordance with the specifications of a ontract.
L	ist any prior suspensions or debarments by any governmental agency.
I	List any contracts not completed on time.
I	ist any penalties imposed for time delays and/or quality of materials and workmansh
	List any documented violations of federal or any state labor laws, regulations, or tandards, occupational safety and health rules.

I,	, as	
I,Name of individual		Title & Authority
of	, declare under oath that	
Company Name		
the above statements, including any	supplemental responses attached h	nereto, are true.
Signature		
State of		
County of		
Subscribed and sworn to before me	on this day of	
20 by r	epresenting him/herself to be	
of the com	pany 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 <u>CHATHAM COUNTY</u> has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with
Federal Work Authorization User Identification Number
Date of Authorization
Name of Subcontractor
Name of Project
Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on,, 201 in(city),(state).
Signature of Authorized Officer or Agent
Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,201
NOTARY PUBLIC My Commission Expires:

ATTACHMENT E

CHATHAM COUNTY, GEORGIA

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

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

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

Certification - the above information is true and 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:		(d)
M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE
	s (9)				
MBE Total	WBE Total	%	M/WBE Comb	ined	%
The undersigned should of for work listed in this scholard of Commissioners	enter into a formal agree nedule conditioned upon	ement with M/V	WBE Contractor ide	entified	herein
Signature		Print			
Phone ()					ű.

ATTACHMENT G

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

By executing this affidavit under oath, License or Occupation Tax Certificate, benefit as reference in O.C.G.A. Sectio bid for a Chatham County contract for person applying on behalf of individual	Alcohol License, Taxi Permit, Contra n 50-36-1, I am stating the following	act or other public with respect to my
1.) I an	n a citizen of the United States.	
OR		
2.) I am	a legal permanent resident 18 years o	of age or older.
OR		
immigrant under the Fed	an otherwise qualified alien (8 § USO deral Immigration and Nationality Ac older and lawfully present in the Unit	t (8 USC 1101 et
knowingly and willfully makes	tion under oath, I understand that any a false, fictitious, or fraudulent staten a violation of Code Section 16-10-20	nent or representation
or deorgia.	Signature of Applicant:	Date
	Printed Name:	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THEDAY OF, 20	*Alien Registration number for a	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 determay be utilized for the project:	mine availability of specific labor classes which
Date of Inquiry	# of Available Participants
2) Anticipated number of CAP students that will	ll be hired and related trade category:
#	Trade Category
#	Trade Category
#	Trade Category
3) If CAP students are not anticipated to be hire explain.	ed for this project, the contractor must briefly

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

a.	Project Name:		
	Location:		
	Owner:		
	Address:		
	City and State:		
	Contact:		
	Phone & Fax:		
	*Architect or Engineer:		
	Contact:		
	Phone & Fax:		
	Email:		
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		
_	te and awarded/final cost.		
h.	Has contractor ever failed to complete a project? If so, provide explanation.		
	Have any projects ever performed by contractor been the subject of a claim or lawsuit		
	or against the contractor? If yes, please identify the nature of such claim		
	lawsuit the court in which the case was filed and the details of its resolution.		

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

a. Project Name:			
Location:			
Owner:			
Address:			
City and State:			
Contact:			
Phone & Fax:			
*Architect or Engineer:			
Contact:			
Phone & Fax:			
Email:			
b. The awarded bid amount and project start date.			
e. 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.			

a.	Project Name:
	Location:
	Owner:
	Address:
	City and State:
	Contact:
	Phone & Fax:
	*Architect or Engineer:
	Contact:
	Phone & Fax:
	Email:
c. d. e. f.	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 provious contracts your company performed for Chatham County by Project
_	List previous contracts your company performed for Chatham County by Project e, 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
lav suc	suit by or against the contractor? If yes, please identify the nature of h claim or lawsuit, the court in which the case was filed and the details of its plution.

a.	Project Name:
	Location:
	Owner:
	Address:
	City and State:
	Contact:
	Phone & Fax:
	*Architect or Engineer:
	Contact:
	Phone & Fax:
	Email:
c. d. e.	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
~	e, date and awarded/final cost.
h.	Has contractor ever failed to complete a project? If so, provide explanation.
	Have any projects ever performed by contractor been the subject of a claim or
	suit by or against the contractor? If yes, please identify the nature of
suc	h claim or lawsuit, the court in which the case was filed and the details of its
res	olution.

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

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

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

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

LEGAL NOTICE CCNO. 166556 Invitation to Bid

Sealed Bids will be received until 2:00 P.M. on SEPTEMBER 27, 2016 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: 16-0073-4 PAVEMENT REHABILITATION 2016 – SECOND LET

PRE-BID CONFERENCE: Conference will be held <u>at the The Chatham County Citizens</u> <u>Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on SEPTEMBER 13, 2016, at 2:00 P.M. You are encouraged to attend.</u>

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 marshall@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. OYNER, PURCHASING DIRECTOR

SAVANNAH NEWS/PRESS INSERT: Aug 30, 2016 Please send affidavit to: Chatham County Purchasing & Contracting Department 1117 Fisenhower Drive, Suite C Savannah, Georgia 31406 (912) 790-1622