

INVITATION TO BID

BID NO. 18-0008-4

CONCORD ROAD STORM DRAINAGE IMPROVEMENTS

PRE-BID CONFERENCE: 2:00 PM, FEBRUARY 22, 2018

BID OPENING: 2:00 PM, MARCH 8, 2018

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES "JAY" JONES

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER CHESTER A. ELLIS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

DOCUMENT CHECK LIST

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

 X GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

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

 X PROPOSAL

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

 X BID SCHEDULE

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

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

 CONTRACT

 X LEGAL NOTICE

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

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

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

CURRENT TAX CERTIFICATE NUMBER

CITY _____

COUNTY _____

OTHER _____

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

African-American _____ Asian American _____ Hispanic _____

Native American or Alaskan Indian _____ Woman _____

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

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S) _____

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

BY: _____

DATE

SIGNATURE

TITLE: _____

COMPANY: _____

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

Date: October 23, 2017

BID NO. 17-0107-4

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 Director, at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM local time, MARCH 8, 2018,** at which time they will be opened and publicly read. **The County reserves the right to reject all bids that are non-responsive or not responsible.**

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

A **Pre-bid Conference** has been scheduled to be conducted at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on FEBRUARY 22, 2018, 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 IS a Special Purpose Local Option Sales Tax (SPLOST) Project. See paragraph 2.25 for MBE/WBE participation goals.

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Agent.

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

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

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

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

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

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

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

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

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

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

GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.3 Not Used.
- 2.4 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.5 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.6 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.7 **Guarantee/Warranty:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition,

or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.

- 2.8 **Liability Provisions:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 2.9 **Cancellation of Contract:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.10 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.
- 2.11 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.
- 2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors

considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.

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

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

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

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

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

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

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

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

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).

- IV. A Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include Chatham County).

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

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

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

2.16.3 Special Requirements:

- a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- b. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

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

Minimum Limits:

\$1 million per claim/occurrence

Coverage Requirement:

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

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

Minimum Limits: All-Risk coverage equal 100% of contract value

Coverage Requirements: Occupancy Clause - permits County to use the facility prior to issuance of Notice of Substantial Completion.

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

Unit in Atlanta (404) 656-4065 for additional information.

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

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

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

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

2.23 **Debarred or Suspended Subcontractors.**

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

the County or other government entities. Contractor shall immediately notify County in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

2.24 Cone of Silence:

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

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

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

Goals established for this project is 30% Combined.

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

2.26 LIQUIDATED DAMAGES: Failure to complete all work within **40** 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 **\$250** 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 nonresponsive.

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

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

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

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

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

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

three (3) years following completion.

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

a. Project Name: _____

Location: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone & Fax: _____

*Architect or Engineer: _____

Contact: _____

Phone & Fax: _____

b. The awarded bid amount and project start date.

Final cost of project and completion date.

Number of change orders.

Contracted project completion in days.

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

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

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

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

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

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

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

ADDITIONAL CONDITIONS

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

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

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

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

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

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

CONTRACTOR when work has been fully completed and the contract fully performed, except for the responsibilities of the CONTRACTOR which survive final payment. The making of final payment shall constitute a waiver of all claims by Chatham County except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents,

or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the COUNTY as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final application for payment.

3.3 SURETY REQUIREMENTS and Bonds: (check where applicable)

- X **A.** Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.
- X **B.** Contractor(s) shall be required at time of contract to shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
- X **C.** Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.
- X **D.** Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or surities for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or surities payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
- X **E.** Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount.

3.4 **WARRANTY REQUIREMENTS:**

- a. Provisions of item 2.7 apply.
- b. Warranty required.

- X
- 1. Standard warranty shall be offered with bid.
 - 2. Extended warranty shall be offered with bid. The cost of the extended warranty will be listed separately on the bid sheet.

3.5 **TERMS OF CONTRACT:** (check where applicable):

- a. Annual Contract (With automatic renewal options for four (4) additional one (1) year terms if all parties agree)

- b. One-time Purchase

- X
- c. Other **ONE TIME CONTRACT**

3.6 **AUDITS AND INSPECTIONS:**

At any time during normal business hours and as often as the County may deem necessary, the Contractor and his subcontractors shall make available to the County and/or representatives of the Chatham County Department of Internal Audit for examination of all its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the Department of Internal Audit to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

CONVERSATIONS OR CORRESPONDENCE REGARDING THIS SOLICITATION OR REPORT BETWEEN PROSPECTIVE OFFERORS AND PERSONS OUTSIDE THE CHATHAM COUNTY PURCHASING OFFICE WILL NOT BE CONSIDERED OFFICIAL OR BINDING UNLESS OTHERWISE SPECIFICALLY AUTHORIZED WITHIN THIS DOCUMENT.

The undersigned bidder or proposer certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this invitation; and,

further certifies that the prices shown in his/her bid/proposal are in accordance with all documents contained in this Invitation for Bids/ Proposals package, and that any exception taken thereto may disqualify his/her bid/proposal.

This is to certify that I, the undersigned bidder, have read the instructions to bidder and agree to be bound by the provisions of the same.

This _____ day of _____ 20 _____.

BY _____

SIGNATURE

TITLE

COMPANY

Phone / Fax No's. / e-mail

CHATHAM COUNTY, GEORGIA
SURETY REQUIREMENTS

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

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

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

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

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

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

PROPOSAL

SPECIFICATIONS FOR:

BID NO. 18-0008-4

CONCORD ROAD STORM DRAINAGE IMPROVEMENTS

The project is located on Wilmington Island in unincorporated Chatham County. The project begins at the intersection of Concord Road with Penn Waller Road and then runs the full length of Concord Road, some 4100 linear feet, to the intersection with Walthour Road. The project then turns and runs parallel to Walthour Road for some 1200 feet to the outfall point.

The work consists of clearing and grubbing the right-of-way and easements to the extent shown on the plans, removal of existing pipes and structures, installation of storm drain pipes, box culverts, headwalls and structures, construction or modification of open channels, utility adjustments and associated work as shown on the plans.

This shall be a Unit Price contract.

COMMENCEMENT AND COMPLETION:

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

STORM DRAINAGE IMPROVEMENTS
 CONCORD ROAD
 JANUARY, 2018
 BID SCHEDULE

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization	Job	Lump Sum	
2	Clearing and Demolition	Job	Lump Sum	
3	Remove Storm Drain, Pipe, All Sizes	900 LF		
4	Remove Concrete Headwall, All Sizes	20 EA		
5	Tree Retention Measures	15 EA		
6	Grading	Job	Lump Sum	
7	Remove Unsuitable Subgrade Material as directed by Owner	6,000 CY		
8	Foreign Borrow for Replacement of Unsuitable Subgrade and Trench Material and Channel Backfill	34,000 CY		
9	Channel Excavation	3,100 CY		
10	60" Storm Drain Pipe	1,990 LF		
11	54" Storm Drain Pipe	3,720 LF		
12	48" Storm Drain Pipe	580 LF		
13	36" Storm Drain Pipe	503 LF		
14	30" Storm Drain Pipe	32 LF		
15	24" Storm Drain Pipe	64 LF		
16	18" Storm Drain Pipe	8 LF		
17	5' H x 6' W Reinforced Concrete Box Culvert	16 LF		
18	5' H x 5' W Reinforced Concrete Box Culvert	46 LF		
19	5' H x 10' W Reinforced Concrete Box Culvert	184 LF		
20	12" Ductile Iron Pipe (Storm)	162 LF		
21	Junction Box 1	Job	Lump Sum	
22	Junction Box 2	Job	Lump Sum	
23	Weir Inlet, 60" Pipe	5 EA		
24	Weir Manhole, 54" Pipe	5 EA		
25	Weir Inlet, 48" Pipe	2 EA		

STORM DRAINAGE IMPROVEMENTS- JANUARY 2018, PAGE 2

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
26	Weir Inlet, 36" Pipe	3 EA		
27	Weir Inlet, 30" Pipe	1 EA		
28	Weir Inlet, 24" Pipe	1 EA		
29	Storm Manhole, 60" Pipe	3 EA		
30	Storm Manhole, 54" Pipe	3 EA		
31	Drain Inlet	3 EA		
32	Concrete Headwall 1, including Tide Gates	Job	Lump Sum	
33	Concrete Headwall 2	Job	Lump Sum	
34	Concrete Headwall 3	Job	Lump Sum	
35	Concrete Headwall 4	Job	Lump Sum	
36	Concrete Headwall 5	Job	Lump Sum	
37	Connect to Existing Pipe	1 EA		
38	Connect to Existing Structure	3 EA		
39	Connect to Existing Box Culvert	2 EA		
40	4' Concrete Flume	16 LF		
41	2' Concrete Flume	32 LF		
42	Sanitary Sewer Manhole	2 EA		
43	8 " Sewer Pipe	300 LF		
44	Connect to Existing Water Main with 12" x 12" Tapping Sleeve and 12" Tapping Valve in Manhole	2 EA		
45	12" Ductile Iron Water Main, including fittings	180 LF		
46	Lower Water Main	3 EA		
47	Connect to Existing Force Main with 8" x 8" Tapping Sleeve and 8" Tapping Valve in Manhole	2 EA		
48	Connect to existing force main with 8' x 6" Tapping sleeve and 6" Tapping Valve in Manhole	1 EA		
49	Connect to Existing Force Main with 6" x 6" Tapping sleeve and 6" Tapping Valve in Manhole	1EA		
50	6" Plug Valve in Manhole	1 EA		
51	8" Ductile Iron Force Main, including fittings	110 LF		

STORM DRAINAGE IMPROVEMENTS- JANUARY 2018, PAGE 3

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
52	6" Ductile Iron Force Main, including fittings	60 LF		
53	Encase Existing Force Main in Concrete	25 LF		
54	12" Linestop	2 EA		
55	8" Linestop	3 EA		
56	6" Linestop	2 EA		
57	Maintenance of Flow	Job	Lump Sum	
58	Utility Coordination	Job	Lump Sum	
59	Traffic Control	Job	Lump Sum	
60	Remove and Replace Asphalt Pavement	1,200 SY		
61	Remove and Replace Asphalt Trail	340 SY		
62	Remove and Replace Concrete Drive	470 SY		
63	Remove and Replace Concrete Sidewalk	20 SY		
64	Remove and Replace Curb and Gutter	150 LF		
65	Remove and Reset Sign	25 EA		
66	Remove and Replace Stucco Wall	2 EA		
67	Remove and Replace 6' Wood Fence	30 LF		
68	Remove and Replace Wood Wall	2 EA		
69	Remove and Replace Solar Panel Post	1 EA		
70	Remove and Replace 4" x 4" Wood Posts	8 EA		
71	Remove and Replace 8" x 8" Wood Posts	8 EA		
72	Remove and Replace 6" Security Fence	16 LF		
73	Remove and Reset Mailbox	2 EA		
74	Remove and Replace Paver Wall	25 LF		
75	Remove and Replace Water Spigot	1 EA		
76	Remove and Replace Sprinkler Head	1 EA		
77	Install, maintain and remove 4' Chain Link Fence	40 LF		
78	NPDES Compliance	Job	Lump Sum	
79	Mill Asphalt Pavement 1 1/2" Depth	170 SY		
80	1 1/2" Asphaltic Concrete Surface Course, including tack	170 SY		

STORM DRAINAGE IMPROVEMENTS- JANUARY 2018, PAGE 4

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
81	Riprap	310 SY		
82	Inlet Sediment Trap	26 EA		
83	Silt Fence- Non-sensitive	3,500 LF		
84	Silt Fence- Sensitive	200 SY		
85	Construction Exit	4 EA		
86	Jute Mesh for Slopes, as directed by owner	2,000 SY		
87	Floating Sediment Barrier	100 LF		
88	Temporary Grassing	30,000 SY		
89	Permanent Grassing	30,000 SY		
90	Sodding, as directed by owner	500 SY		
91	Field Condition Allowance	Job	Lump Sum	100,000

Total, All Work

\$

NAME / TITLE

Date

COMPANY

ADDRESS

PHONE / FAX NO'S.

E-MAIL

LIST OF SUBCONTRACTORS

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

[illegible]

SIGNED: _____ **CONTRACTOR**

SPECIAL CONDITIONS

CONCORD ROAD STORM DRAINAGE IMPROVEMENTS

PART 1 – PROJECT DESCRIPTION

The project is located on Wilmington Island in unincorporated Chatham County. The project begins at the intersection of Concord Road with Penn Waller Road and then runs the full length of Concord Road, some 4100 linear feet, to the intersection with Walthour Road. The project then turns and runs parallel to Walthour Road for some 1200 feet to the outfall point.

The work consists of clearing and grubbing the right-of-way and easements to the extent shown on the plans, removal of existing pipes and structures, installation of storm drain pipes, box culverts, headwalls and structures, construction or modification of open channels, utility adjustments and associated work as shown on the plans. Compliance with requirements of the NPDES Georgia general permit, with the exception of stormwater monitoring, is included. Traffic will be impacted but roadway and property access must be maintained at all times unless otherwise directed. Capacity for stormwater flow must be maintained at all times, although temporary blockages are acceptable. A soil erosion and sedimentation control plan is provided and must be implemented prior to, and maintained during, construction. Coordination with the City of Savannah for water and sewer utilities is required. Coordination with other utility providers is also included.

PART 2 – CONTRACT DOCUMENTS

2.1 Technical Specifications: Technical Specifications along with the Plan Sheets must be purchased directly from Clayton Digital Reprographics (CDR)

02050	Demolition
02200	Excavation, Filling and Grading
02210	Erosion Control
02221	Excavation, Trenching and Backfilling for Utility Systems
02400	Storm Drainage System
02480	Grassing and Sodding
02520	Concrete Sidewalks, Curb and Gutter
03301	Cast-in-place Concrete

2.2 City of Savannah Specifications

02550	Water Distribution System
02555	Wastewater Collection System
02555	Protective Coating for Sanitary Sewer Structures

Note: The above specifications are standard City of Savannah documents and are provided with no edits. See below for adjustments to these standard documents. These stated adjustments shall be considered to be in effect the same as if actually included in the text:

Section 02550 – Water Distribution System

Subsection 1.10 – Delete in entirety
Subsection 1.17 – Delete Item N
Subsection 1.21 – Delete in entirety
Subsection 2.01 – Delete in entirety
Subsection 2.04 – Delete in entirety
Subsection 2.10 – Delete in entirety

Section 02554 – Wastewater Collection System

Subsection 1.09 – Delete Item C
Subsection 1.11 – Delete in entirety
Subsection 2.01 – Delete in entirety
Subsection 2.13 – Delete Item D
Subsection 2.18 – Delete in entirety
Subsection 2.19 – Delete in entirety
Subsection 2.20 – Delete in entirety

Section 02555 – Protective Coatings for Sanitary Sewer Structures

Subsection 1.01 – Delete Items D,E
Subsection 1.03 – Delete Item A-5

2.2 Drawings:

1	Cover Sheet
2	General Notes
3-7	Construction Plans
8-14	Erosion and Sediment Control Plans
15-19	Details
S1-S6	Structural Headwall and Junction Box Details

PART 3 – PRE-CONSTRUCTION INSPECTIONS

A pre-construction conditions video (standard DVD format) is required and must be submitted to the Chatham County Department of Engineering for approval prior to start of any land disturbing work. Special emphasis shall be given to record pre-disturbance condition of roadways, driveways, buildings, utilities and other improvements located within or within 100 feet of the project limits. This is in addition to other inspections and surveys required of the Contractor or performed by the County. The video shall be prepared by a photographer having experience in similar work and approved by the County. A voice narrative shall identify location and features of the pre-construction video. A typewritten version of the voice narrative shall be provided upon request. Still photographs with a detailed description log may be substituted for the video provided that level of coverage is similar.

PART 4 - STAKING

The County shall engage a surveyor registered by the State of Georgia to provide initial project control and demarcation of right-of-way and easement lines. Ongoing control of the project work shall be the responsibility of the Contractor. The cost to reestablish initial project controls damaged or lost due to construction activities shall be paid for by the Contractor. The Contractor shall provide access and schedule all work in order to accommodate the survey work by the County's surveyor.

PART 5 – DOCUMENTATION

5.1 Documentation to be provided with requests for payment:

- A. In addition to the documentation described elsewhere in the Contract Documents, the Contractor shall submit with each request for payment the following:
 - 1. Copies of material delivery tickets. The Contractor shall be responsible for collecting these documents at the time of delivery. The delivery tickets shall not relieve the Contractor of his responsibility to ensure the materials are in accordance with the contract with the contract documents. Missing or incomplete documentation of delivered materials may be cause for delay/denial of payment.
 - 2. Copies of soil erosion and sedimentation, including NPDES, reports and forms completed during the pay period.
 - 3. Prior to submitting a request for payment, the Contractor shall review the extent of work completed with the County's representative for accuracy and completeness.

PART 6 – EROSION AND SEDIMENTATION CONTROL

- 6.1 The Contractor shall be fully responsible for compliance with the Georgia Water Quality Control Act and compliance with the approved sediment and erosion control plan contained in the contract documents.
 - A. The design engineer shall accomplish shall accomplish the initial inspection of the Best Management Practice (BMP) system installation. The Contractor shall perform no land disturbing activities (other than that which is necessary for installation of the BMPs) until after the design engineer has provided to the owner a letter stating approval of the initial BMP installations.
 - B. The Contractor shall be responsible for all inspections of the BMP system (Excluding the initial inspections as described above) and for maintaining records at the site for inspection.

- C. The Contractor shall provide the Owner copies of all inspection reports and other records which occur during a pay period with the pay request.
- D. The Contractor shall be responsible for preparing plans , applying for, and obtaining erosion control permit for any impacted areas or lay down areas proposed by the contractor that are not included in the current plan documents.

PART 7 – FINES AND LIQUIDATED DAMAGES

7.1 Fine

- A. A \$400 per day fee shall be assessed against the Contractor and withheld from the Contract Price for each and every day that the erosion and sedimentation control plan is not in proper operation. This fee shall be in addition to any penalties or assessments made against the Contractor for non-compliance with the Georgia Water Quality Control Act.

7.2 Liquidated Damages

- A. Liquidated Damages shall be assessed at \$500 per calendar day for work not completed within the Contract period. The full amount of liquidated damages will be deducted from the final payment to the Contractor.

PART 8 – ALLOWANCE

8.1 Field Condition Allowance

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

PART 9 – SPECIAL REQUIREMENTS OF CONSTRUCTION

1. The County will pay for all materials testing as required by the contract. Testing will be performed by an independent testing lab that is hired by the County. The County will not pay for testing in support of contractor operations/schedule. The contractor will be required to pay for failed tests.
2. Clearing debris may not be chipped and spread on the project site.

3. The project site may be accessed via Penn-Waller Road and Walthour Road. Construction exits will be required at the locations shown on the plans or as necessary to prevent soil deposition on pavement. It is understood that the location and nature of the project will result in some soil migration to pavement. This is to be kept to a minimum and cleaned up on a regular basis.
4. The Contractor shall comply with all local, state and federal regulations as they pertain to construction activities (erosion control, etc.).
5. All efforts have been made to identify every underground and above ground utility; however, the contractor has the ultimate obligation to proceed with caution when a suspected utility line is present in the excavation. Any lines which are not shown to be abandoned shall be repaired immediately if broken during construction.
6. Work hours shall be limited to 7:00 am to 7:00 pm Monday through Friday and shall exclude weekends and holidays unless otherwise approved by Chatham County. No work which will restrict or hinder traffic movements shall occur between 7-9 am or 4-6 pm without Chatham County approval.
7. **The Contractor shall obtain an Encroachment permit from the Department of Public Works prior to any work within County rights of way.** All work is to be performed within the existing rights of way and easements as shown on the plans unless coordinated with others.
8. Watering past the date of substantial completion of the work shall be provided on seeded areas to achieve full coverage to match existing conditions and as accepted by Chatham County.
9. A detailed construction schedule for the project shall be provided to and approved by Chatham County prior to beginning demolition or construction.
10. It is anticipated that the work will be completed under traffic. The contractor shall plan to complete the work in a manner which allows one lane of traffic movement at all times. The County will consider contractor requests for road closures if the contractor can show or confirm that this action is in the best interest of the County and the project.

In either case, the contractor is responsible for providing all measures of traffic control including, but not limited to, flagmen, warning and directional signs, channelization devices, and barriers. If a closure is approved, the contractor shall develop the detour plan for County review and implement the detour if accepted. Chatham County reserves the right to limit the time of closure.

The contractor shall develop a traffic control plan for review and approval by the County. No work shall commence on the site until the plan has been accepted.

11. Submittals for the following items are required:
 - Storm drain pipe
 - Storm drain structures
 - Silt fence
 - Grassing
 - Precast box culverts
 - Water/sewer pipe and structures
 - Tide gates
12. The contractor shall be responsible for the continued functioning of the storm drainage system throughout the course of the project.
13. It is anticipated that construction will begin at the most downstream part of the project and proceed to the most upstream. However, the County reserves the right to request that certain work be completed out of order if that will lead to smoother operations or less impact on adjacent properties (i.e., it would be beneficial to complete the work in the area of St. Peter the Apostle during periods when school is not in session).
14. The project involves coordination with and relocation of certain City of Savannah water and sewer utilities. The contractor will be responsible for contacting the appropriate City personnel when line shutdowns are needed and when relocated utility features need to be inspected. The relocation work may require some actions at times outside of normal work hours, such as when force main or service line connections are to be made.
15. The contractor shall be responsible for the design, installation, maintenance, and removal of any sheeting, shoring, or other soil support measures required to facilitate construction of headwalls, junction boxes, culverts, pipes and associated appurtenances. Any damages or additional costs due to the failure of supported or unsupported cut faces shall be the responsibility of the contractor.

PART 10 – MEASUREMENT AND PAYMENT

10.1 Measurement

The items listed in the proposal shall be considered as sufficient to complete the work in accordance with the drawings and specifications. Any portion of the work not listed in the bid form shall be deemed to be a part of the item which it is associated with and shall be included in the cost of the unit shown on the bid form. Payment for the unit shown on the bid form shall be considered to cover the cost of all labor, material, equipment and performing all operations necessary to complete the work in place. The unit of measurement shall be the unit shown on the bid form. Payment for unit price items shall be based upon the actual quantity multiplied by the unit prices. Where work is to be performed at a lump sum price, the lump sum shall include all operations and elements necessary to

complete the work. No payment will be made for any material wasted, unused, rejected or used for the convenience of the Contractor.

10.2 Payment

A. Mobilization

Mobilization of equipment and commencement of project. Payment shall be on the basis of the lump sum price in the Bid Proposal and shall not to exceed 5% of the total price bid for the project.

B. Clearing and Demolition

Clearing shall include removal of all vegetative materials such as trees, shrubs and grass as required to complete the work as shown on the plans. Removal of stumps and roots is a part of clearing unless stump retention is directed by the owner.. Demolition shall also include the removal of all manmade items required to complete the work as shown on the plans, with the exception of items specifically listed in the Bid Schedule. Payment shall be at the lump sum price in the Bid Proposal

C. Remove Existing Pipe, All Sizes

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to remove existing pipes and dispose of them off-site. Measurement shall be based on the actual linear feet of pipe, of whatever size type, removed as shown on the plans or directed by the owner.

D. Remove Headwall

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to remove the headwall and to dispose of it off-site.

E. Tree Retention Measures

Payment shall be at the unit price in the Bid Proposal and shall include all labor, equipment and materials needed at each individual location where retention of a tree is shown on the plans or directed by the owner. This may include, but is not limited to, tree protection fence, selective pruning, or trench adjustments.

F. Grading

Payment shall be at the lump sum price in the Bid Proposal and shall include all

labor, materials and equipment required. The item shall include excavation or filling not associated with conduit installation or drainage channel modifications, finish grading of drainage channels, and finish grading of shoulders and swales to be created above storm pipes. The item shall also include construction staking, bonds, insurance, supervision/project management and all other work required to complete the project and which is not covered by a separate item.

G. Remove Unsuitable Subgrade Material

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to remove the material as directed by the owner and dispose of it off-site. Measurement shall be based on before and after cross sections or such other method as may be accepted by the owner.

H. Foreign Borrow

Payment shall be at the unit price in the Bid Proposal and shall include all labor, equipment and materials required to obtain, transport and install borrow material to replace subgrade or soil material determined by the owner to be unsuitable. Measurement shall be by trench sections or such other method as may be accepted by the owner. Foreign borrow shall include fill material required to install pipes or fill above them if the owner determines that the materials removed from the trench or excavated elsewhere on the site are not suitable for use on the project or if there is insufficient material generated by trench construction (such as where the Concord ditch is to be piped). Foreign borrow shall only be used when suitable on-site material is not available. Only the cost of obtaining the material and transporting it to the site shall be included in this item, placement and compaction shall be included in the cost of pipe installation, or in grading where there is not pipe.

I. Channel Excavation

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material, and equipment required to construct or modify existing storm drainage channels, including removal of material from the site and off-site disposal. Measurement shall be based on before and after cross sections or such other method as may be accepted by the owner.

J. Storm Drainage

1. Pipe: The length of pipe will be paid for on a linear foot basis, as measured along the centerline, from end of pipe to end of pipe. Payment shall be at the unit price in the Bid Proposal for each size and type of storm drainage pipe and shall include all material, labor and equipment required to install and backfill the pipes (except for foreign borrow) in accord with the plans and specifications. Cost of bedding to be included in price

bid for pipe.

2. Structures: Payment shall be made at the contract unit price for each type and pipe size of structure. Payment should include all material, equipment and labor required to install the structures in accord with the contract documents. Structures include drainage inlets and storm manholes.

K. Reinforced Concrete Box Culvert

Payment shall be at the unit price in the Bid Proposal for each size of precast concrete box culvert and shall include all labor, material and equipment needed to install the box sections as shown in accord with the plans and specifications. Measurement shall be on the basis of the actual number of linear feet of each size of culvert as measured along the centerline.

L. Junction Box

Payment shall be at the lump sum price in the Bid Proposal for each specific junction box and shall include all labor, material and equipment necessary to construct the structure in accord with the plans and specifications.

M. Drain Inlet

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment needed to install the drain inlet in accord with the plans and specifications. Costs associated with the concrete collar and repairs to the concrete swale are included in the price bid for the inlet.

N. Concrete Headwall 1, including Tide Gates

Payment shall be at the lump sum price in the Bid Proposal and shall include all labor, material and equipment needed to complete the structure in accord with the plans and specifications. The lump sum price bid includes tide control temporization, removal of the existing gate and its reinstallation, and furnishing and installing the new gate.

O. Concrete Headwall

Payment shall be at the lump sum price in the Bid Proposal for Headwalls 2-5 and shall include all labor, material and equipment to construct the headwall in accord with the plans and specifications for each.

P. Connect to Existing Pipe

Payment shall be at the unit price in the Bid Proposal and shall include all labor,

material and equipment needed to connect a new storm drain pipe to an existing storm drain pipe.

Q. Connect to Existing Structure

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment necessary to connect a new pipe to an existing drainage or utility structure.

R. Connect to Existing Box Culvert

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment necessary to connect a new precast box culvert section to an existing box culvert.

S. Concrete Flume

Payment shall be at the unit price in the Bid Proposal for each size of flume and shall include all labor, material and equipment necessary to install the flume in accord with the plans. Measurement shall be on the basis of the actual number of linear feet installed as measured along the centerline.

T. Sanitary Sewer Manhole

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment necessary to install the manhole in accord with the plans and specifications.

U. 8" Sewer Pipe

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment needed to install the pipe in accord with the plans and specifications, including bedding, backfill and compaction. Measurement shall be on the basis of the actual number of linear feet of pipe installed.

V. Connect to Existing Water Main with 12" X 12" Tapping Sleeve

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment required to make the wet tap connection in accord with the plans and City of Savannah policies. The costs associated with 12" tapping valve and manhole shall also be included in the price bid.

W. 12" Ductile Iron Water Main

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment required to install the water main as shown on the plans or directed by the owner. Trenching, backfill, fittings and compaction are included. Measurement shall be on the basis of the actual number of linear feet installed.

X. Lower Water Main

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to lower the existing water main to avoid conflict with the proposed storm drain, including connecting to the existing pipe to remain.

Y. Connect to Existing Force Main

Payment shall be at the unit price in the Bid Proposal for each size of wet tap connection and shall include all labor, materials, and equipment required to install each size of tapping sleeve and tapping valve in manhole, complete the tap and make the connection operable as shown on the plans and in coordination with the City of Savannah.

Z. 6" Plug Valve in Manhole

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment required to install the valve in manhole in accord with the plans and in coordination with the City of Savannah.

AA. Ductile Iron Force Main

Payment shall be at the unit price in the Bid Proposal for each size of pipe and shall include all labor, material and equipment required to install the ductile iron force main in accord with the plans and specifications, including trenching, backfill and compaction. Measurement shall be on the basis of the actual number of linear feet of each size installed as shown on the plans or directed by the owner.

BB. Encase Existing Force Main in Concrete

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment needed to excavate around the existing force main, place the concrete encasement as shown on the plans, and backfill around the encasement. Measurement shall be on the basis of the actual number of linear feet encased as shown on the plans or directed by the owner.

CC. Linestop

Payment shall be at the unit price in the Bid Proposal for each size of linestop and shall include all labor, materials and equipment required to place the device on the existing pipe, complete the connection in coordination with the City of Savannah, accomplish shutdown of the impacted line, restore flow when work is complete, and remove or abandon the device.

DD. Remove and Replace Asphalt Pavement

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to remove the existing pavement as required for storm drain installation, dispose of it offsite and install the replacement section shown on the plans. The owner will determine whether proposed removal limits are acceptable; excessive pavement removal will not be paid for.

EE. Remove and Replace Asphalt Trail

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to remove the existing asphalt trail and to install the replacement section shown on the plans. Measurement shall be based on the actual number of square yards constructed as shown on the plans or directed by the owner.

FF. Remove and Replace Concrete Drive

Payment shall be at the unit price in the Bid Proposal and shall include all labor, Materials and equipment required to remove the existing concrete drive, dispose of the material off-site, and install the replacement section shown on the plans after the pipe installation is complete. Measurement shall be based on the actual number of square yards of concrete drive removed and replaced as shown on the plans or directed by the owner.

GG. Remove and Replace Concrete Sidewalk

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to remove the existing sidewalk, dispose of the material off-site, and install a new 4" thick sidewalk after the pipe installation is complete. Measurement shall be based on the actual number of square yards of sidewalk removed and replaced as shown on the plans or directed by the owner.

HH. Remove and Replace Curb and Gutter

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment required to remove the existing curb and gutter, dispose

of the material off-site, and install new concrete curb and gutter of the same size and shape as the existing after other work is complete. Measurement shall be on the basis of the actual number of linear feet of curb and gutter removed and replaced as shown on the plans or directed by the owner.

II. Remove and Replace Sign

Payment shall be at the unit price in the Bid Proposal and shall include all labor material and equipment required to remove the existing sign, store it while work is underway, and reinstall the sign in the same approximate location when work in the immediate area is complete. The existing post may be reused if possible; if a new post is needed that shall be included in the price bid.

JJ. Remove and Replace 6' Wood Fence

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment required to remove the existing wood fence, store the materials while work is underway, and to reinstall the fence when work in the immediate area is complete. If materials cannot be salvaged or reused, new materials of the same quality and material shall be used, with costs for this included in the price bid.

KK. Remove and Replace Stucco Wall

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to remove the existing wall and to reconstruct the replacement wall when other work in the area is complete. The replacement wall shall be of the approximate same dimensions and be built of the same type and quality of materials as the existing.

LL. Remove and Replace Wood Wall

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to remove the existing wall and to reconstruct a replacement wall of the same approximate dimensions using similar material.

MM. Remove and Replace Solar Panel Post

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment required to disconnect the solar panel from the wiring, remove the panel and post during work in the immediate area, reinstall the solar panel on a new post when work in the area is complete, and reconnect and make operational.

NN. Remove and Replace Wood Post

Payment shall be at the unit price in the Bid Proposal for each size of post and shall include all labor, material and equipment required to remove the existing posts during work in the area and to install a new post of the same material, dimensions and size when work in the area is completed.

OO. Remove and Replace 6' Security Fence

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to remove the impacted section of fence during work in the immediate area and to install a new replacement section of same or similar materials when work in the area is complete, connecting the replacement fence to the existing fence which was not removed.

PP. Remove and Reset Mailbox

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment required to remove the existing mailbox and support, safely store it during work in the immediate area, and to reinstall the box and support in the approximate same location. If the existing support cannot be reused, a new support of the same materials and dimensions shall be used; the cost of this shall be included in the price bid.

QQ. Remove and Replace Paver Wall

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to remove the existing wall constructed of stacked pavers, store the materials during work in the immediate area, reconstruct the foundation when work in the area is complete, and rebuild the wall from the stored materials. Measurement shall be on the basis of the actual number of linear feet removed and replaced as shown on the plans or directed by the owner.

RR. Remove and Replace Water Spigot

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to remove the existing spigot, cap the feed line, store the items during work in the immediate area, reinstall when work is complete, and make operational.

SS. Remove and Replace Sprinkler Head

Payment shall be at the unit price in the Bid Proposal and shall include all labor, equipment and materials required to remove the sprinkler head and pipe in conflict, store the materials during work in the immediate area, reinstall the head when work in the area is complete, and verify operation of system.

TT. Install, Maintain and Remove 4' Chain Link Fence

This item covers temporary fencing to be in place during the construction period until the permanent fence is restored. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the fence as shown on the plans or directed by the owner, maintain it during the construction period, and to remove and dispose of it when the permanent fence is restored.

UU. Mill Existing Pavement 1 1/2 " Depth

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to mill the existing pavement to a depth of 1 1/2 inches and to dispose of the millings off-site. Measurement shall be on the basis of the actual number of square yards of pavement milled as shown on the plans or directed by the owner.

VV. 1 1/2" Asphaltic Concrete Surface Course

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install a new asphaltic concrete surface course, including tack coat. Measurement shall be on the basis of the actual number of square yards of surface installed as shown on the plans or directed by the owner. This item does not apply to asphalt surface shown on remove and replace items.

WW. Traffic Control

Payment shall be at the lump sum price in the Bid Proposal and shall include all materials and labor required to control and maintain traffic movement through the work zone. This includes, but is not limited to, signs, barricades, flagmen, temporary and permanent markings and channelization devices.

XX. Utility Coordination

Payment shall be at the lump sum price in the Bid Proposal and shall include all measures associated with coordinating the installation of the new storm drain with existing public and private utilities. This will include arranging for location and adjustments.

YY. Maintenance of Flow

Payment shall be at the lump sum price in the Bid Proposal and shall include all materials, labor and equipment necessary to maintain the flow of stormwater, sanitary sewer and water as shown on the plans or directed by the owner.

ZZ. Silt Fence

Payment shall be at the unit price for each type in the Bid Proposal and shall include all labor, materials, and equipment required to install the silt fence, maintain it during the construction period, remove it when stabilization is completed, and restore the area where the fence was installed. Measurement shall be on the basis of the actual number of linear feet of each type of silt fence installed as shown on the plans or directed by the owner.

AAA. Riprap

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to place the filter fabric and stone riprap. Measurement shall be based on the actual number of square yards placed as shown on the plans or directed by the owner and shall include the cost of the underlying fabric.

BBB. Floating Sediment Barrier

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the floating silt barrier, maintain it during the construction period and remove it when construction is complete. Measurement shall be based on the actual number of linear feet installed as shown on the plans or directed by the owner.

CCC. Inlet Sediment Trap

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to install the trap as shown on the plans, maintain it during the construction period, and remove it when the construction is complete.

DDD. Construction Exit

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the exit as shown on the plans, maintain it during the construction period, and remove it when construction is complete.

EEE. NPDES Compliance

Payment shall be at the unit price in the Bid Proposal and shall include all measures required to comply with the Georgia general permit except for stormwater sampling, testing and reporting. Chatham County will engage a third party for stormwater sampling, testing and reporting.

FFF. Grassing

Payment shall be at the unit price in the Bid Proposal for each type of grassing and shall include all labor, materials and equipment required to establish the temporary / permanent vegetation on the disturbed areas. This shall include watering and mowing until acceptance by the County. Measurement shall be based on the actual number of square yards of temporary / permanent grassing in place.

GGG. Jute Mesh for Slopes

Payment shall be at the unit price in the Bid Proposal and shall include all labor, material and equipment to place matting on the channel slopes to prevent erosion until vegetation is established. Measurement shall be on the basis of the actual number of square yards of matting installed as shown on the plans or directed by the owner.

HHH. Sodding

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment to install sod at locations directed by the owner. This shall include watering and mowing until acceptance by the owner. Measurement shall be on the basis of the actual number of square yards of sod placed.

ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

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

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

certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as procurement **Concord Road Storm Drainage Improvements** (PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3.

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

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

_____, _____
Title Name of Bidder

(herein after Company) in consideration of the privilege to bid/or propose on the following
Chatham County project procurement **Concord Road Storm Drainage Improvements**
hereby consent, covenant and agree as follows:

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

Signature

Date

ATTACHMENT C

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

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

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

6. List any contracts not completed on time.

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

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

I, _____, as _____
Name of individual Title & Authority
of _____, declare under oath that

Company Name _____

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

Signature

State of _____

County of _____

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

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

DPC Form #45

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT E

CHATHAM COUNTY, GEORGIA

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

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

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

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

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

ATTACHMENT F

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

Name of Bidder: _____

Name of Project: _____

Bid No: _____

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

MBE Total _____

WBE Total _____%

M/WBE Combined _____%

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

Signature _____ Print _____

Phone (____) _____

Fax (____) _____

ATTACHMENT G

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

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

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

OR

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

OR

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

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

Signature of Applicant: _____

Date _____

Printed Name: _____

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

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

REFERENCE FORM

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

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

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CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

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

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

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

LEGAL NOTICE

CC NO. 167042

Invitation to Bid

Sealed Bids will be received until 2:00 P.M. on MARCH 8, 2018 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 : 18-0008-4 CONCORD ROAD STORM DRAINAGE IMPROVEMENTS.

PRE-BID CONFERENCE: Conference will be held at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah , Georgia on FEBRUARY 22, 2018, at 2:00 P.M. You are encouraged to attend.

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>

Plans and Specifications must be purchased at Clayton Digital Reprographics by logging into www.cdrepro.com. Login to DFS. New users must register. For technical support contact CDR at (912) 447-5445, fax (912) 233-7020 or email: cdrwest@cdrepro.com.

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

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

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

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



MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH NEWS/PRESS INSERT: Feb. 7, 2018
Please send affidavit to:
Chatham County Purchasing & Contracting Department
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406
(912) 790-1622