

INVITATION TO BID

BID NO. 18-0031-7

**ANNUAL CONTRACT TO PROVIDE TRENCHLESS SEWER LINE
RECONSTRUCTION SERVICES**

PRE-BID CONFERENCE: 10:00 A.M., APRIL 10, 2018

BID OPENING: 2:00 P.M., APRIL 24, 2018

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER PATRICK K. 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.**

GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

SURETY REQUIREMENTS (a Bid Bond of 5% with this ITB)

PROPOSAL

PLANS/DRAWINGS

BID SCHEDULE

PERFORMANCE BOND – Required at the time of contract and with each renewal.

PAYMENT BOND – Required at the time of contract and with each renewal.

CONTRACT

LEGAL NOTICE

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

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 Board of Commissioners has 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/woman 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/woman 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) 790-1623

Date: March 21, 2018

BID NO. 18-0031-7

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 2:00 P.M., April 24, 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 For Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink.

A **Pre-bid Conference** has been scheduled to be conducted **at the Chatham County Purchasing and Contracting Department, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, on April 10, 10:00 A.M.**, 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.

This project IS NOT a Special Purpose Local Option Sales Tax (SPLOST) Project. See paragraph 2.22 for M/WBE participation goals.

**SECTION I
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.

**Chatham County Purchasing and Contracting
Purchasing Director
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 **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.
- 1.6 **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.
- 1.7 **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>.
- 1.8 **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.
- 1.9 **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.
- 1.10 **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.

- 1.11 **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.
- 1.12 **Local Preference:** The local preference policy as amended January 2016 under the new Purchasing Ordinance. This Ordinance does not apply to construction contracts. However, contractors are encouraged to apply the same method when awarding bids to local and local M/WBE businesses whenever possible in order to promote growth in Chatham County's economy. **NOTE: Local Preference does not apply to Public Works Construction contracts.**
- 1.13 **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 the Board contract.

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

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

- 1.15 **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.

1.16 **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).

1.17 **Immigration:** On 1 July 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. Contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

Systematic Alien Verification for Entitlements (SAVE) Program: O.C.G.A. 50-36-1, required Georgia 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 (IN) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the IN, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

1.18 **Surcharge:** Unless otherwise stated in this bid, all prices quoted by the contractor/vendor must be F.O.B. Chatham County, Savannah, GA. with all delivery handling, surcharges,

and other charges included in the bid price. Failure to do so may cause rejection of the bid. The County will not pay additional surcharges.

SECTION II GENERAL TERMS, CONDITIONS AND EXCEPTIONS

- 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, ASTM 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 Director'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 ninety (90) 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:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship 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 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 Director for review and resolution. The Chatham County Purchasing Ordinance – Part 9 – Vendor Disputes, shall govern the review and resolution of all protests.

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

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

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

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

- 2.16 **Insurance Provisions, General:** The selected contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid.
It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.

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

Name of the Producer (Contractor's insurance Broker/Agent).

Companies affording coverage (there may be several).

Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).

A Summary of all current insurance for the insured (includes effective dates of coverage).

A brief description of the operations to be performed, the specific job to be performed, or contract number.

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 is updated for the entire term of the Contract.
- f. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- g. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- h. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

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

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

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

- b. **Builder's Risk: (For Construction or Installation Contracts)** Covers against insured perils while in the course of construction.
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 Director 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 Director 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 **Not Used**
- 2.22 The Chatham County Board of Commissioners has adopted an aggressive program that

establishes goals for minority/woman, 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 women owned businesses, through M/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/Women Business Enterprise participation.

Goals established for this project is 12% MBE/ 5% WBE.

- c. A Minority/Women Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/women individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.
- 2.23 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/WBE's. 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, 1117 Eisenhower Drive, Suite 101, Savannah, Georgia 31406, (912) 652-7926 phone, (912) 652-7849 fax.

- 2.24 **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 RFP's 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 the ITB will be read aloud 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.

- 2.25 **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.
- 2.26 **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 to three (3) years following completion. Again, this is contract specific to the County contracts only.
- 2.27 **EXCEPTIONS**-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Georgia Open Records Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to rebid the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offer or, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to

accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a bidder, offer or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Georgia Open Records Act; however, the bidder, offer or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

2.28 Not Used

SECTION III 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.

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

- 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.**
- B. Contractor(s) 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.

- 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.**
- 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 sprites for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. Payment Bond means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.**
- 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.**

3.3 **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 all of 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.

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):

- X a. Annual Contract (With renewal options for four (4) additional one (1) year terms if all parties agree)
- b. One-time Purchase
- c. Other **ONE TIME CONTRACT**

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.

CHATHAM COUNTY, GEORGIA
SURETY REQUIREMENTS

A Bid Bond for five percent (5%) of the amount of the bid **is not** required to be submitted with each bid.

A Performance Bond for one hundred percent (100%) of the bid **shall not** 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

SECTION IV

ANNUAL CONTRACT TO PROVIDE TRENCHLESS SEWER LINE RECONSTRUCTION SERVICES

SCOPE OF WORK:

BID NO. 18-0031-7

SPECIFICATIONS

GENERAL INFORMATION:

The purpose of these specifications is to procure an annual service contract for the reconstruction of sewer systems using the resin impregnated cured in place process within existing storm sewer systems and sanitary sewer systems.

This process includes requirements to clean and televise sewer mains, line existing mains with a resin impregnated tube, internally reestablish existing sewer service, and perform a television inspection of the completed installation in accordance with contract documents.

4.1 SCOPE OF SERVICE:

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube which is formed to the original conduit by use of a hydrostatic head. The resin is cured using hot water under hydrostatic pressure or steam within the tube. The cured-in-place pipe (CIPP) will be continuous and tight fitting.

This specification references ASTM F1216 (rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube), ASTM F1743 (rehabilitation of pipelines by pulled-in-place installation of a cured-in-place thermosetting resin pipe), Modified ASTM D790 (test methods for flexural properties of unreinforced plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

4.2 MATERIALS:

- 4.2.1 Tube: The sewn tube shall consist of one (1) or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216 or ASTM F1743, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
- 4.2.2 The wet out tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the required thickness.

- 4.2.3 The tube shall be sewn to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be used.
- 4.2.4 The outside layer of the tube (before wet out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet out) procedure.
- 4.2.5 The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
- 4.2.6 The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color (i.e., green, beige, or any color approved by the City, while no blue pipe shall be accepted), so that a clear detailed examination with closed circuit television inspection equipment may be made.
- 4.2.7 Seams in the tube shall be stronger than the unseamed felt.
- 4.2.8 The outside of the tube shall be marked for distance at regular intervals along its entire length, not to exceed five feet (5') Such markings shall include the manufacturer's name or identifying symbol. The tubes must be manufactured in the USA.
- 4.2.9 Resin: The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.
- 4.2.10 The contractor shall utilize ASTM F1216, Appendix XI to determine the needed thickness of each installation. As a part of this determination, the contractor shall assume conditions of no bonding to the original pipe wall and ground water at ground surface.
- 4.2.11 The contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by its company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (tube and resin) and general workmanship of the installation and curing. A percentage of the

instantaneous flexural modulus value (as measured by ASTM D-790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Values in excess of 50% will not be applied unless substantiated by qualified third party test data. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in design.

4.2.12 The enhancement factor 'K' to be used in 'partially deteriorated' design conditions shall be assigned a value of seven (7). Application of enhancement (K) factors in excess of seven (7) shall be substantiated through independent test data.

4.2.13 The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two (2) layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occur during testing or field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.

4.2.13 The CIPP shall conform to the structural properties, as listed below.

Minimum Physical Properties

<u>Property</u>	<u>Cured Composite Test Method</u>	<u>Cured Composite per ASTM F1216</u>	<u>(400k Resin)</u>
Modulus of Elasticity	ASTM D-790(short term)	250,000 psi	400,000 psi
	Flexural StressASTM D-790	4,500 psi	4,500 psi

The required structural CIPP wall thickness shall be based as a minimum, on the above listed Minimum Physical Properties in accordance with the Design Equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	=2.0%
Retention Factor for Long-Term Flexural Modulus to be used in Design (as determined by Long-Term tests as described in above)	=1% - 60%_
Ovality*	= 2%
Enhancement Factor, k	= See Section Above
Groundwater Depth (above invert)*	= At Grade
Soil Depth (above crown)*	= 10 Ft.

Soil Modulus**	= 700 psi_
Soil Density**	=120 pcf
Live Load*	= None
Design Condition (partially or fully deteriorated)***	= PD

*Denotes information which can be provided here or in inspection video tapes or project.

Multiple line segments may require a table of values.

** Denotes information required only for fully deteriorated design conditions.

*** Based on review of video logs, conditions of pipeline can be fully or partially deteriorated (see ASTM F1216 Appendix).

4.2.14 The contractor shall refer to the minimum physical properties above for specific pipe section requirements, based on the pipe condition, depth, ovality, etc. as computed for the conditions shown, using ASTM F 1216 Design Equations.

4.2.15 Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

4.3 INSTALLATION:

4.3.1 Cleaning of Sewer Lines: The contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. Allowing the cleaning debris to migrate into downstream sewer systems without removal will not be permitted.

4.3.2 The contractor must exercise caution while operating equipment during sewer cleaning. If sewer back-up occurs and enters private property due to the contractor's operation or negligence, the contractor shall be responsible for mitigation of damages including property damage repair, or replacement of damaged property at the contractor's expense. The contractor will not receive final payment for work completed as a part of this contract until claims pertaining to private property damage have been resolved.

4.3.3 Bypassing Sewage: The contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the wet-weather flow. The contractor shall also provide adequate back-up in the case of emergencies, and shall continuously monitor bypass operations. The contractor will be responsible for damage and expenses resulting from the failure of maintaining the existing flow.

- 4.3.4 Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by close circuit television. The condition and defects of each line segment will be evaluated in order to get each segment to NASSCO PACP guidelines. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept for later reference by the County.
- 4.3.5 Line Obstructions: It shall be the responsibility of the contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion process, and cannot be removed by conventional sewer cleaning equipment, the County shall make a point repair excavation to uncover and remove or repair the obstruction.
- 4.3.6 The work necessary for the installation of the CIPP shall be arranged and conducted so that it can be performed with the least interference to all vehicular and pedestrian traffic. All detours around construction must be reviewed and approved by the County. The contractor shall be responsible for providing traffic signs, policing, advertising, etc.
- 4.3.7 The installer shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention should be paid to those safety requirements involving entering and working in confined spaces and overhead power lines.
- 4.3.9 The contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.
- 4.3.10 CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:
- Resin Impregnation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To ensure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction.
 - After a vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin

slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the installer uses an alternate method of resin impregnation, the method must produce the same results. Any alternate resin impregnation method must be proven.

- Tube Insertion: The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.
- Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam in accordance with the manufacturer's recommended cure schedule.

4.4 BRANCH CONNECTIONS:

- 4.4.1 It is the intent of these specifications that branch connections to buildings be reopened without excavation, utilizing a remote controlled cutting device, monitored by a video TV camera. The contractor shall certify that he has a minimum of two (2) complete working cutters plus spare key components on the site before each inversion. Unless otherwise directed by the County or its authorized representative, all laterals and pipe connections will be reinstated. No additional payment will be made for excavations for the purpose of reopening connections, and the contractor will be responsible for all costs and liability associated with such excavation and restoration work.
- 4.4.2 Lateral openings shall be brushed smooth and have no jagged edges. These openings shall conform to the original shape of the opening. Any excess holes in the liner caused by miss-drilling will be repaired by the contractor at the contractor's expense. The method to complete these repairs shall be preapproved by the County. All lateral openings shall not have residual resin left by the CIPP process nor shall the opening be larger than 25% of the original opening (e.g. if the lateral is four inches in diameter, the final opening shall not exceed five inches). If the lateral exceeds this requirement, the contractor shall repair the lateral to its pre-rehabilitation diameter at the contractor's expense.
- 4.4.3 At no time will any service connection remain inoperative for more than an eight (8) hour period. Any service that will be inoperative for more than eight (8) hours will be temporarily connected to a bypass system. The installer shall notify

residents of inoperative service connection and shall be responsible for any damages incurred as a result of said inoperative connection. The contractor shall notify individual property owners at least 48 hours in advance, and provide the time frame of the service connection interruption.

4.4.4 Public Notification: The contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be eight (8) hours for any property served by the sewer. A public notification program shall be implemented, and shall require the contractor to be responsible for contacting each home or business connected to the sanitary sewer and inform them of the work to be conducted, and when the sewer will be offline. The contractor shall also provide the following information.

- Written notice to be delivered to each home or business two (2) days prior to the beginning of work being conducted on a section of sewer. The notice will provide a local telephone number and name of the contractor so residents can call to discuss the project or any problems which could arise.
- Personal contact will be made with any home or business that cannot be reconnected within the time stated in the written notice.
- The contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.

4.4.5 If sewer back-up occurs and enters private property due to the contractor's operation or negligence, the contractor shall be responsible for property damage repair or damage replacement expenses. The contractor will not receive final payment for work completed as a part of this contract until claims pertaining to private property damage have been resolved.

4.5 TRAFFIC CONTROL:

All traffic control shall be in accordance with the Manual Of Uniform Traffic Control Devices (MUTCD). Contractor shall not close the road to through traffic at any time during the term of the contract. A traffic control plan shall be submitted by the Contractor and approved by the County prior to beginning of project.. Any changes to the approved traffic control plan must be submitted and approved in writing. The contractor shall provide all necessary equipment, including but not limited to cones, barrels, signs and flashing arrows. The site shall be barricaded and secured during the construction phase and shall not be removed until the work is completed. The barricades are to be furnished by the contractor, shall be reflective, and have flashing lights (Type I barricade, Manual of Uniform Traffic Control Devices, 2003 Edition or latest version).

4.6 WORKING HOURS:

Contractor work hours shall be restricted to the daylight hours on week days unless specifically approved otherwise at least 48 hours in advance.

4.7 MEASUREMENT AND PAYMENT:

- 4.7.1 Measurement and payment shall be based on the work required as described in this specification and contract. Payment of CIPP will be made on a per linear foot basis as measured from the center of manhole to center of manhole of the rehabilitated sewer.
- 4.7.2 A per linear foot unit cost for the CIPP liner at a minimum wall thickness for each sewer main diameter to be rehabilitated will be established. In addition, a per linear foot price to increase the minimum wall thickness for the CIPP liner if pipe conditions or site conditions warrant for each sewer main diameter will be established. The County shall approve all provisions to increase the specified minimum wall thickness.
- 4.7.3 The per linear foot unit cost for the installation of the CIPP liner shall include all expenses for mobilization, waste water bypassing, traffic control, sewer main cleaning, installation inspection, pre- and post-televising inspections, required testing, bonding, and all incidental work not included in the contract bid schedule. In addition, should a manhole corbel need to be removed for large diameter sewer line rehabilitation, the cost for the removal and replacement of the corbel will be part of the per linear cost for the installation of the CIPP liner. The County will incur the cost of repaving of the street should it be needed.
- 4.7.4 Unit costs for service lateral reconnections necessary as a part of the CIPP installation will be established in the contract bid schedule.
- 4.7.5 It is possible during the performance of the work that a section of sewer requires a point repair prior to the installation of the CIPP liner. In this event, the County will have the deficient section of sewer main repaired in order for the CIPP liner to be installed. If additional cleaning and/or televising is necessary after the completion of the point repair prior to the installation of the CIPP liner, the County will have the option of providing the additional cleaning and televising or requiring the contractor to perform the additional cleaning and televising at the rates established under Section I in the Bid Schedule.
- 4.7.6 Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly based on the work performed during that period. The vendor shall submit the required pre- and post-construction DVDs, logs, and

laboratory tests results with the invoice for each section of CIPP liner installed. Any line segment on an individual invoice which does not have the required laboratory test results attached to the invoice will be deducted from that invoice. The contractor must resubmit request for payment for that line segment on a later invoice when the test results are submitted.

4.8 PRECONSTRUCTION CONFERENCE:

The Contractor shall attend a pre-construction conference prior to commencing any work. The Contractor shall prepare a detailed schedule showing progress dates and completion dates of all phases of construction. The schedule must be submitted and approved prior to commencement of work.

CHATHAM COUNTY, GEORGIA

BID

BID NO.18-0031-7

**ANNUAL CONTRACT TO PROVIDE TRENCHLESS SEWER LINE
RECONSTRUCTION SERVICES**

ITEM DESCRIPTION	U/M	Estimated QUANTITY	UNIT PRICE \$	TOTAL
CIP – 8” x 6.0 mm	LF	500		
CIP – 10” x 7.5 mm	LF	500		
CIP – 12” x 9.0 mm	LF	500		
CIP – 15” x 11.0 mm	LF	2000		
CIP – 18” x 13.0 mm	LF	2000		
CIP – 24” x 15.0 mm	LF	600		
CIP – 30” x 16.5 mm	LF	400		
CIP – 36” x 18.0 mm	LF	400		
CIP – 42” x 21.0 mm	LF	100		
CIP – 48” x 24.0 mm	LF	100		
CIP – 60”	LF	100		
Sanitary Service Lateral Reconnection	EA	100		
Storm Line Reconnection	EA	100		
Clean Out Installation	EA	5		
CIP Mobilization	EA	10		
			Total Bid	\$

NAME/TITLE

COMPANY NAME

MAILING ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

EMAIL ADDRESS

**ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-
LINE AT [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG)**

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 **ANNUAL CONTRACT TO PROVIDE TRENCHLESS SEWER LINE RECONSTRUCTION SERVICES** 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 _____, ____, 20__ 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 _____, 20__.

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 _____, ____, 20__ 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 _____, 20__.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

**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 of 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.

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:

REFERENCES

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT PERSON: _____

PHONE NUMBER: _____ **DATE OF SERVICE:** _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT PERSON: _____

PHONE NUMBER: _____ **DATE OF SERVICE:** _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT PERSON: _____

PHONE NUMBER: _____ **DATE OF SERVICE:** _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT PERSON: _____

PHONE NUMBER: _____ **DATE OF SERVICE:** _____

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 SHEET FILLED OUT (BID BOND IS NOT REQUIRED FOR THIS PROJECT)**
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. **REFERENCES:** Supply ALL the information that is requested for each Reference. NOTE: *Form 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 G).**
9. **SUBMIT A COPY OF YOUR BUSINESS TAX CERTIFICATE.**
10. **COPY OF UNDERGROUND UTILITY LICENSE.**

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

LEGAL NOTICE

CC NO. 167095

Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **April 24, 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 : 18-0031-7-ANNUAL CONTRACT TO PROVIDE TRENCHLESS SEWER LINE RECONSTRUCTION SERVICES.**

Pre-bid Conference has been scheduled to be conducted at the **Chatham County Purchasing and Contracting Department, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, on April 10, 2018 at 10:00 A.M.,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **You are encouraged to attend.**

The Bid Package can be downloaded and printed from the County Purchasing and Contracting website <http://purchasing.chathamcounty.org>.

All firms requesting to do business with Chatham County must also register on-line at <http://purchasing.chathamcounty.org>. For additional information concerning specifications, please contact Robin Maurer at (912) 790-1623.

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: March 22, 2018