INVITATION TO BID

BID NO. 18-0090-4

TOM TRIPLETT PARK IMPROVEMENTS – PHASE IV

PRE-BID CONFERENCE: 2:00 PM, SEPTEMBER 4, 2018

BID OPENING: 2:00 PM, SEPTEMBER 18, 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

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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 and Technical Specs <u>must be</u> 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,

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

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<u>COUNTY TAX CERTIFICATE REQUIREMENT</u> - 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: August 14, 2018

BID NO. 18-0090-4

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 <u>The Chatham County Citizens Service Center, 1117 Eisenhower</u> <u>Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM local time, SEPTEMBER 18, 2018,</u> at which time they will be opened and publicly read. The County reserves the right to reject all bids that are non-responsive or not responsible.

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

A <u>Pre-bid Conference</u> has been scheduled to be conducted at <u>The Chatham County Citizens</u> <u>Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on SEPTEMBER 4,</u> <u>2018, at 2:00 PM.</u>, 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 <u>Chatham County Purchasing Ordinance and Procedures Manual</u>, Article VII - Disadvantaged Business Enterprises Program.

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

INSTRUCTIONS TO BIDDERS

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

1.2 How to Prepare Bids: All bids shall be:

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

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

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

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

- 1.4 **How to Submit an Objection:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Director in the following manner:
 - a. When a pre-bid conference is scheduled, bidders shall either present their

oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.

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

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

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

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

1.15 **Performance Evaluation:** On 11April 2008, the Chatham County Board of Commissioners

approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date. Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Agent.

- 1.16 **Payment of Taxes**: No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.
- 1.17 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of Residential and General Contractors by <u>1 July 2008</u>:

***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 <u>http://www.dol.state.ga.us/spotlight/employment/rules</u>. You may go to <u>http://www.uscis.gov.</u> 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 <u>sixty (60)</u> days from bid opening date, unless otherwise stated in the bid.
- 2.5 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.6 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.7 **Guarantee/Warranty:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These

repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.

- 2.8 Liability Provisions: Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 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 <u>Chatham County Purchasing Procedures Manual</u>, Article IX Appeals and Remedies shall govern the review and resolution of all protests.
- 2.14 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

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

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

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

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

It is every contractor's responsibility to provide the County Purchasing and Contracting 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.
 <u>Minimum Limits:</u> All-Risk coverage equal 100% of contract value Coverage Requirements: Occupancy Clause permits County to use the facility prior to issuance of Notice of Substantial Completion.
- 2.17 **Compliance with Specification Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidders proposal or bid and by reference are made a part hereof.
- 2.18 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the bidder after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.19 **Notice to Proceed:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.20 **Payment to Contractors:** Instructions for invoicing the County for products delivered to the County are specified in the contract document.
 - a. Questions regarding payment may be directed to the Finance Department at (912) 652-7900 or the County's Project Manager as specified in the contract documents.
 - b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
 - c. Upon completion of the work or delivery of the products, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
 - d. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

- 2.21 **Owner's Rights Concerning Award:** The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:
 - a. Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
 - b. Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
 - c. Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
 - d. Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations; and
 - e. Whether the bidder has made a Good Faith Effort to meet local participation goals for local economic impact for Disadvantaged Business Enterprises and Small Business Enterprises.

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

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

2.23 Debarred or Suspended Subcontractors.

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

2.24 **Cone of Silence:**

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

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

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

- c. A Minority/Female Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.
- 2.26 LIQUIDATED DAMAGES: Failure to complete all work within 200 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, 1117 Eisenhower Drive, Suite 101, Savannah, Georgia 31406, (912) 652-7828 phone, or (912) 652-7951 fax. Email: <u>cheyward@chathamcounty.org</u>

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

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

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

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

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

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

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

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

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

3.4 WARRANTY REQUIREMENTS:

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

CHATHAM COUNTY, GEORGIA SURETY REQUIREMENTS

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

A Performance Bond for one hundred percent (100%) of the bid **<u>shall</u>** 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. <u>18-0090-4</u>

TOM TRIPLETT PARK IMPROVEMENTS – PHASE IV

This project is at Tom Triplett Park, which is located in western Chatham County. The work will consist of furnishing all materials, labor and equipment for the Tom Triplett Park Improvements Project, to include:

A new multipurpose field, new parking areas, drainage improvements, water and sewer installation including a directional drill under the lake, two restroom buildings, a boat ramp, construction of a new road, repairing existing roads and paths, construction of a playground, landscaping, and irrigation

All grading, base, paving and storm drainage work under this contract shall be done in accordance with the Georgia Department of Transportation Standard Specifications, 2013 Edition, subsequent supplemental specifications and standard special provisions included in and made a part of this proposal and plans.

Contract administration and inspection will be performed by Chatham County.

All base, paving and storm drainage materials used in the process of completion of the work included in the contract shall be furnished from Georgia Department of Transportation approved suppliers only.

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 **200** CALENDAR DAYS AFTER THE TEN DAY PERIOD.

BID SHEET SUMMARY SHEET TOM TRIPLETT PARK IMPROVEMENTS - PHASE IV

BASE BID	<u>\$</u>
ALTERNATIVE 1	<u>\$</u>
ALTERNATIVE 2	<u>\$</u>
ALTERNATIVE 7	<u>\$</u>
TOTAL	<u>\$</u>

NAME / TITLE

COMPANY

ADDRESS

PHONE / FAX

E-MAIL

	BID FORM - BASE BID	SE BID				
		QUANTITY	ITITY		COST	
ITEM	DESCRIPTION	OF UNITS	MEASU	PER UNIT	TOTAL COST	
SE BI	BASE BID SANITARY SEWER SYSTEM					
660	Single Sewer Service Connection	2	EA		\$	1
\$660*	Sanitary Sewer Pipe, 2", PVC (SDR 21 ASTM D2241)	4600	Ш		€7-	,
660	Force Main Fittings	680	LB		\$	1
\$60*	Plug Valve in Box, 2"	00	EA		· ()	1
615*	Directional Bore Pipe, 3" (HDPE Force Main PE 3408 SDR11)	445	HLF		\$	1
660	HDPE to PVC Connection	ω	EA		\$	0
660	Connect proposed 2" force main to existing wet well. Core drill and fill annular space with expanding mortar.	~	EA		↔	
796	Grinder Pump Stations (Includes but is not limited to conduits, control panels, full depth of installation, associated valves, and other necessary components shown on grinder pump details)		EA		∽	
*099	8" Sanitary PVC Sewer Pipe (0'-6')	55	5		€	
*099	Sanitary Sewer Lateral, 4" (PVC - SDR 26 ASTM D3034)	50	ΓĿ		\$	
668	Sanitary Sewer Manhole (0'-6')	-	EA		₩.	
660	2" Combination Air/Vacuum Release Valve Assembly in Manhole	5	EA		\$	
205	Borrow Excavation, Specifically for Sand Backfill	4	С		\$	
207	Foundation Backfill Material, Type II (Stone Backfill)	2	СY		\$	
SF B	BASE BID WATER DISTRIBUTION SYSTEM	BASE BID SAN	ITARY SEWE	BID SANITARY SEWER SYSTEM SUBICIAL		
670	Sinale Water Service Connection	m	EA		\$	
670*	Water Main, 4" (PVC - C900 - Dr 18 AWWA)	4500	ΓĿ		\$	
670	Water Main Fittings	420	LB		\$	
670	HDPE to PVC Connection	9	EA		\$	
670*	Gate Valve in Box, 4"	4	EA		\$	
670*	4" x1" SS Saddle, 1" Corp. Stop, 1" Ball Valve in Box		EA		\$	
670*	Water Service Line, 1" (HDPE Water Irrigation Service Lateral)	14	Ľ		\$	
670	4" x 2" SS Saddle, 2" Corp. Stop, 2" Ball Valve in Box	2	EA		\$	
670	Water Service Line, 2" (HDPE Water Service Lateral)	98	LF		\$	
670	Connect to Existing Water Main	-	EA		₩.	
\$70*	1" Air Release Valve Assembly in Manhole	5	EA		\$	
615	Directional Bore Pipe, 4" (HDPE Water Main PE 3408 SDR11)	385	HLF		\$	5
670*	Tapping Sleeve and Valve Assembly- 4" x 4"	-	EA		€	
670		-	EA			
	B A	F RID WATER I	OITHAIRTIC	RACE RID WATER DISTRIBILION SYSTEM SURTOTAL		

CHATHAM COUNTY BOARD OF COMMISSIONERS

TOM TRIPLETT PARK PHASE 4

BID FORM - BASE BID

		QUAN			COST
ITEM	DESCRIPTION	OF UNITS		PER UNIT	TOTAL COST
ASE B	ID SIGNAGE AND STRIPING				
636	Highway Signs, TP 1 Matl, Refl Sheeting, TP 3	30	SF		\$ -
636	Highway Signs, TP 1 Matl, Refl Sheeting, TP 9	150	SF		\$ -
636	Galvanized Steel Post (U Channel)	380	LF		\$ -
652	24" Wide Painted Stop Bar, White	170	LF		\$ -
652	Crosswalk Striping (Solid Painted Traffic Stripe, 8", White)	440	LF		\$ -
652	Solid Painted Parking Stripe, 4", White	150	LF		\$ -
652	Accessible Parking Space Striping	55	SY		\$ -
610	Remove and Relocate Existing Stop Sign	1	EA		\$ -
652	Pavement Handicap Marking Symbol	7	EA		\$ -
	Historical Marker Installation No. 2	1	1.5		
999	(Location to be determined in field)	1 1	LS		\$ -
	В	ASE BID SIG	NAGE AND	STRIPING SUBTOTAL	\$ -
ASE E	ID PAVING				
402	Recyc Asph Conc, 9.5mm Superpave, incl Bitum Matl & H Lime	721	TN		\$ -
402	Recyc Asph Conc, 12.5mm Superpave, GP 2 Only, incl Bitum Matl & H Lime	1125	TN		\$ -
	Bituminous Tack Coat	4850	GL		\$ -
	6" Compacted Granite Aggregate Base Course, Incl. Matl	11550	SY		\$ -
	Plain PC Conc Pvmt, CL Conc, 8 inch thick	160	SY		\$ -
999	Variable Mill	410	SY		\$ -
			BASE BI	D PAVING SUBTOTAL	\$ -
ASE E	ID GRADING				
210	Grading Complete - Iriplett Park Bid Base (See end of base bid	1	LS		
	form for description)				\$ -
210	Undercut Excavation	10680	CY		\$ -
44]	4" Concrete Sidewalk (including but not limited to detectable warning	430	SY		
	surfaces, 6" Reveal, and aprons being flush with path, as applicable)				\$ -
441	6" Flush Header Curb	685	LF		\$ -
44]	12" Flush Header Curb	240	LF		\$ -
	Wheel Stops	43	EA		\$ -
	Detectable Warning Surfaces of Asphalt Paths (Not of concrete sidewalk)	80	SF		\$
610	Relocate Existing Gate	1	EA		\$
			BASE BID	GRADING SUBTOTAL	\$ -
	ID DRAINAGE				
	Storm Drain Pipe, 18", H 1-10 (RCP)	280	LF		\$
	Storm Drain Pipe, 14"x23", H 1-10 (RCEP)	100	LF		\$
	Storm Drain Pipe, 19"x30", H 1-10 (RCEP)	55	LF		\$
	18" Flared End Section, Concrete	6	EA		\$
603	Stone Plain Rip Rap, 12", General Use	45	SY		\$.

		QUAN			COST
ITEM	DESCRIPTION	OF UNITS		PER UNIT	TOTAL COST
603	Filter Fabric for Rip Rap	95	SY	\$	5
206	Borrow Excavation, Specifically for Sand Backfill	110	CY	\$	
207	Foundation Backfill Material, Type II (Stone Backfill)	60	CY	\$	3
			BASE BID DI	RAINAGE SUBTOTAL	\$
	ID EROSION		1		
	Silt Fence, Type A	8020	LF	\$	
	Silt Fence, Type C	2970	LF	\$	
	Temporary Seeding/Grassing	14	AC	\$	
700	Grassing Complete	12	AC	\$	
	Hay Bale Check Dam	290	LF	\$	
	Construction Exit	2	EA	\$	
	Maintenance of Temporary Silt Fence, Type A	7700 2535	LF	\$	
165	Maintenance of Temporary Silt Fence, Type C		LF		
165	Maintenance of Check Dams - All Types	290	EA		
165	Maintenance of Construction Exit	3170		ب ٩	
643	Tree Protection Fencing (Orange Barrier Fence) Water Quality Monitoring and Sampling		EA		
167	Water Quality Inspections	5	MO		
107				EROSION SUBTOTAL	r
BASEE	ID LANDSCAPING/IRRIGATION				
009	Landscaping Complete Irrigation system (includes necessary components	1	LS	9	P
766		1	LS		
/00	and materials shown on project irrigation sheets)			\$	
		BASE BID LANDSO		IGATION SUBTOTAL	>
	ID BUILDING				
	Restroom Buildings	2	EA	9	\$
/ 00			BASE BID	BUILDING SUBTOTAL	5
	DID BOAT RAMP				
999	Boat Ramp (Includes cost of boat ramp stone sub base)	1	LS	9	
		В	ASE BID BO	AT RAMP SUBTOTAL	\$

СНАИ	TOM TRIPLETT	PARK PHASE 4			
		- BASE BID			
		QUAN			COST
ITEM	DESCRIPTION	OF UNITS	i in the state of	PER UNIT	TOTAL COST
BASE	BID MISCELLANEOUS		d		
999	Multipurpose Field	1	LS		- \$
754	Playground Equipment, Site Furnishings Spec. Section 02800	1	LS		
		BASE	BID MISC	ELLANEOUS SUBTOTAL	. \$ -
			PPC	DJECT BASE BID TOTAL	
-			1100	DIECT DAJE DID TOTAL	1
and sr clearin posts, HLF re *These	ng Complete - Base Bid Description: Roadway, paths, sidewalks, parking, mall "meadow" including but not limited to hauling, forming and shaping ng & grubbing; and removal/disposal of miscellaneous items, including b pipes, and signs. fers to Horizontal Linear Foot a pay items include but are not limited to the cost of full depth of installat le but are not limited to the cost of full depth of installat	g embankments, c but not limited to c	onstruct urbs, dra	ing shoulders and sub iinage structures, and	grades, finishing dressing; pavements (including base),

Name / Title

Company

Address

Phone / Fax

e-mail

	TOM TRIPLETT CHATHAM COUNTY BO				
	BID FORM -	ALTERNATE 1			
		QUA	NTITY	C	OST
ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
TERNATE	1 SIGNAGE AND STRIPING				
636	Highway signs, TP 1 Matl, Refl Sheeting, TP 3	14	SF	\$	
636	Highway signs, TP 1 Matl, Refl Sheeting, TP 9	22	SF	\$	
636	Galvanized Steel Post (U Channel)	72	LF	\$	
652	24" Wide Stop Bar	20	LF	\$	
652	Accessible Porking Striping	24	SY	\$	
652	4" Solid Painted White Parking Stripe	260	LF	\$	
652	Type 1 Arrow	2	EA	\$	
652	Povement Handicap Marking Symbol	1	EA	\$	
		ALTER	NATE 1 SIGNAGE	AND STRIPING SUBTOTAL \$	
402	1 PAVING Recyc Asph Conc, 9.5mm Superpave, incl Bitum Matl & H Lime	45	TN	\$	
402	Recyc Asph Conc, 12.5mm Superpave, GP 2 Only, incl Bitum Matl & H Lime	78.5	TN	\$	
310	6" Compacted Granite Aggregate Base Course, Incl Matl	1415	SY	Ś	
			ALTERN	IATE 1 PAVING SUBTOTAL \$	
	Grading Complete - Alternate 1 (See end of Alternate 1				
210	Bid Form for description)		LS	5	
210	Undercut Excavation	1370	CY	\$	
44]	Concrete Sidewalk (Includes but is not limited to Sidewalk Ramp Type A,	185	SY		
44	Detectable Warning Surface, and 6" Reveal)	100		\$	
			ALTERNA	TE 1 GRADING SUBTOTAL \$	
TERNATE	1 DRAINAGE				
668	GI or Grate Inlet	1	EA	\$	
550	Storm Drain Pipe, 18", H 1-10 (RCP)	310	LF	\$	
550	18" Flared End Section, Concrete	1	EA	\$	
603	Stone Plain Rip Rap, 12", General Use	3	SY	\$	
603	Filter Fabric	5	SY	\$	
205	Borrow Excavation, Specifically for Sand Backfill	65	CY	\$	
207	Foundation Backfill Material, Type II (Stone Backfill)	35	CY	\$	
			ALTERNAI	E 1 DRAINAGE SUBTOTAL \$	
TFRNATE	1 EROSION				
171	Silf Fence Type A	920	LF	\$	
163	Temporary Seeding/Grassing	1	AC	\$	
700	Grassing Complete	0.8	AC	\$	
163	Inlet Sediment Trap Excavated	1	EA	\$	
163	Construction Exit	2	EA	Š	
165	Maintenance of Temp Silt Fence, Type A	920	LF	\$	
165	Maintenance of Inlet Sediment Trap Excavated	1	EA	S	
100	Maintenance of Construction Exit	2	EA	ŝ	
165					

	TOM TRIPLETT F CHATHAM COUNTY BOA			3	
	BID FORM - A	LTERNATE 1			
		QUA	YTITY		COST
ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
009	009 Landscaping Complete 1 LS \$				
			ALTERNA	TE 1 LANDSCAPING SUBTOTAL	Ş -
		ROJEC	CT ALTE	RNATE 1 TOTAL	\$ -
Please note	e: GDOT specifications shall be used to complete all work for this project unless o	therwise no	ed.		
shoulders c	omplete - Alternate 1 Bid Description: Roadway, paths, sidewalks, and parking ind and subgrades, finishing dressing; clearing & grubbing; and removal/disposal of m tees and nets.	cluding but hiscellaneou	not limited t is items, incl	to hauling, forming and shap Juding but not limited to curb:	ing embankments, constructing s, pavements, posts, wooden benches,

QUANTITY COST					
LINE NUMBER	DESCRIPTION	NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
LTERNAT	2 SIGNAGE AND STRIPING				
636	Highway signs, TP 1 Matl, Refl Sheeting, TP 9	7	SF	\$	
636	Galvanized Steel Post (U Channel)	13.5	LF	S	
652	18" Wide Painted Stop Bar, White	23	LF	\$	
		ALTERN	ATE 2 SIGNAG	E AND STRIPING SUBTOTAL \$	
TERNATI	2 PAVING				
402	Recyc Asph Conc, 12.5mm Superpave, GP 2 Only, incl Bitum Matl & H Lime	86	TN	\$	
310	6" Compacted Granite Aggregate Base Course, Incl. Matl	830	SY	\$	
			ALTER	NATE 2 PAVING SUBTOTAL \$	
LTERNATI	E 2 GRADING				
210	Grading Complete - Alternate 2 (See end of Alternate 2	1	LS		
	Bid Form for description)			\$	
210	Undercut Excavation	785	CY	ATE 2 GRADING SUBTOTAL S	
			ALIERN	ATE 2 GRADING SUBIOTAL S	
LTERNAT	SILT FENCE TYPE A	100	LF I	\$	
163	Temporary Seeding/Grassing	0.9	AC	\$	
700	Grassing Complete	0.8	AC	\$	
165	Maintenance of Temp Silt Fence, Type A	100	LF	\$	
643	Tree Protection Fencing (Orange barrier fence)	50	LF	š	
040			ALTERN	NATE 2 EROSION SUBTOTAL	
	E 2 LANDSCAPING				
LTERNAT		1	LS	\$	
LTERNAT	Landscaping Complete			LANDCOADING CUDTOTAL C	
			ALTERNATE 2	LANDSCAPING SUBTOTAL \$	
				NATE 2 TOTAL \$	

	56 .		NTITY		COST
ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
ITERNATE	E 7 PAVING				
318	6" Compocted Granite Aggregate Base Course, Incl. Matl	1150	SY	\$	
			ALTERI	NATE 7 PAVING SUBTOTAL \$	
LTERNATE	E 7 GRADING			1	
210	Grading Complete - Alternate 7 (See end of Alternate 7	1	LS	<i>a</i>	
210	Bid Form for description) Undercut Excavation	1020	CY	\$	
441	6" Flush Header Curb	590	LF		
999	Wheel Stops	27	EA	9	
				ATE 7 GRADING SUBTOTAL	
	E 7 EROSION				
171	Silt Fence Type A	130	LF	\$	
171	Silt Fence Type C	250	LF	\$	
163	Temporary Seeding/Grassing	0.5	AC	\$	
700	Grassing Complete	0.3	AC	\$	
165	Maintenance of Temp Silt Fence, Type A	130	LF	\$	
165	Maintenance of Temp Silt Fence, Type C	250	LF	\$	
			ALIERN	ATE 7 EROSION SUBTOTAL \$	
	E 7 LANDSCAPING				
009	Landscaping Complete	1	LS	\$	
			ALTERNATE 7	LANDSCAPING SUBTOTAL \$	
		PROJE	CT ALTER	NATE 7 TOTAL s	

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: <u>NOTE:</u> M/WBE PARTICIPATION.

NAME AND ADDRESS	TYPE OF WORK
A	
л в	

SIGNED:

CONTRACTOR

_

SPECIAL CONDITIONS

Tom Triplett Park Improvements

1. **DESCRIPTION OF WORK:** The work will consist of furnishing all materials, labor and equipment for the Tom Triplett Park Improvements Project, to include:

A new multipurpose field, new parking areas, drainage improvements, water and sewer installation including a directional drill under the lake, two restroom buildings, a boat ramp, construction of a new road, repairing existing roads and paths, construction of a playground, landscaping, and irrigation.

The project is being bid based on the submitted Base Bid amount and will be awarded, at the County's discretion, based on the Base Bid, with or without the alternatives being considered for selection during the bid process. Chatham County reserves the right to select none/any one or more of the Alternatives without any order of priority. **Refer to sheet G1.4 of the Construction Plans for the limits of work associated with each alternative. At this time <u>the County will</u> <u>receive bids for Alternatives 1, 2, and 7</u>. Alternatives 3,4,5,6, and 8 may be requested at a later time but are not part of this bid. For any accepted Alternative, work shall be executed under the same conditions as other work of the Contract. A location map, construction plan and other details for the project are provided elsewhere in these contract documents.**

All grading, base, paving and storm drainage work under this contract shall be done in accordance with the Georgia Department of Transportation Standard Specifications, 2013 Edition, subsequent supplemental specifications and standard special provisions included in and made a part of this proposal and plans.

Contract administration and inspection will be performed by Chatham County.

All base, paving and storm drainage materials used in the process of completion of the work included in the contract shall be furnished from Georgia Department of Transportation approved suppliers only.

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

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

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

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

2. **COMMENCEMENT AND COMPLETION:** The Contractor shall agree to commence work under this contract within ten (10) working days after the Notice to Proceed is issued, and complete all work within <u>200</u> calendar days after the 10-day period. The Contractor shall work continuously on the project after the Notice to Proceed is issued.

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

4. **LIQUIDATED DAMAGES:** Failure to complete all work within 200 calendar days plus any extension authorized in writing by the County Engineer shall entitle the County to deduct as "Liquidated Damages" from the monies due the Contractor the amount of \$250 for each calendar day in excess of the authorized construction time. The Georgia Department of Transportation schedule for liquidated damages will not be used.

Failure to complete the punchlist work within 45 days after the contract time of 200 calendar days 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 authorized construction time.

5. **CONSTRUCTION SCHEDULE:** The Contractor shall prepare a detailed schedule showing progress dates and completion dates of all phases. The schedule shall be presented to the County Engineer prior to commencing work and shall be updated and resubmitted as requested by the Project Manager.

6. **<u>CONSTRUCTION STAGING</u>**: At no time will the Contractor be allowed to close the entire site during construction.

7. **LAYOUT OF THE WORK:** The requirements of Section 149 of the Georgia Department of Transportation specifications shall apply. Contractor will layout his own construction survey work and be responsible for all measurements in connection therein.

8. **PAYMENT:** Quantities are approximate and payment shall be for actual work in-place according to the contract and plans. Any quantity of material exceeding the contract amount shall be approved, in writing, by the County Engineer prior to completion of the work. Payment will not be made for additional quantities **without prior**, written approval of the County Engineer.

9. **PRE-CONSTRUCTION INSPECTION:** A preconstruction video, DVD or CD of photographs is required and shall be submitted to Chatham County Department of Engineering for approval prior to the start of work.

10. **PRE-CONSTRUCTION CONFERENCE:** The Contractor shall attend a preconstruction conference prior to commencing any work. 11. **INCIDENTAL ITEMS OF CONSTRUCTION:** The cost associated with any incidental items of construction in which no specific pay items are set up for shall be included in the overall cost of the project.

12. **BITUMINOUS TACK:** Only Asphalt Cement, performance grade PG 58-22, PG 64-22 or PG 67-22 will be allowed. Emulsified asphalt shall not be used.

13. **WORK HOURS:** Contractor work hours shall be restricted to daylight hours on weekdays unless specifically approved otherwise at least 48 hours in advance. Approval is at the discretion of the County Engineer.

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

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

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

c. The term "Actual Cost" shall include the cost of material and labor as follows:
i. Material cost - Direct cost of material, sales tax, freight and equipment rental.
ii. Labor cost - Man hour cost listed separately by trade, payroll costs including workman's compensation, social security, pension and retirement.

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

15. **<u>UTILITIES</u>**: Contractor shall be responsible for all utility coordination and protection, including required utility relocation.

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

completed which requires testing. A copy of all test reports shall be sent to the Project Manager. The cost associated with testing shall be included in the bid price for that item.

a. <u>Section 207 Backfill for Minor Structures</u>- One sample per major soil type shall be taken to ensure that the material meets the requirement for Type 1 Backfill material, unless embankment material is used which has already been established as meeting the Class IIB3 or better soil requirement. One in-place density test shall be taken for every three lines of longitudinal pipe between drainage structures or every 500 feet, whichever is less. One in-place density test shall be taken for every cross drain pipe which passes under the road. One in-place density test shall be taken for every five drainage structures. Required compaction is 95% of the maximum dry density with optimum moisture content as determined by the testing agency.

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

c. <u>Section 310 Graded Aggregate Construction</u> - One thickness measurement and one inplace density test per 100 linear feet, maximum 24 foot width, for each section set up at one time. A proof roll with a loaded dump truck may be required by the Engineer prior to placement of any asphalt or bituminous prime coat. Testing as per GDT 21,59.

d. <u>Section 400 & 402 Hot Mix Asphalt Construction</u> - The Contractor shall be responsible for comparison testing and quality assurance according to GDOT Standard Specification 400.3.06.A. 3.4. and compaction testing according to GDOT Standard Specification 400.3.06.B.

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

17. **TREE PROTECTION & REMOVAL:** Individual trees greater than 8" DBH and located outside of the construction limits shall not be removed unless specifically called out for removal. All such trees, as well as those specifically labeled for protection, shall be protected per the City tree protection standards. If the contractor feels a tree should be removed that is not shown as such, he shall notify the Engineer immediately so that a determination can be made.

18. **PRIME CONTRACTOR REPRESENTATIVE:** A representative of the prime contractor capable of making construction related decisions involving the project shall be on-site at all times during construction activities. If at any time during construction activities a site

representative of the prime contractor is not on-site, Chatham County shall be entitled to deduct liquidated damages in the amount of **\$250** per violation. A sub-contractor shall not be an approved representative of the prime contractor.

19. **AS-BUILT/RECORD DRAWINGS:** The contractor shall keep accurate, legible records of the locations, types and sizes of sanitary lines, service laterals, manholes, cleanouts, waterlines, fittings, valves, hydrants, drainage pipes, drainage structures and other related work performed under this project. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal and vertical separation between each crossing. Separation shall be measured between exteriors of pipes. On a set of project prints provided by the Owner, the Contractor shall prepare a set of "record" drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to features that are physical and visible, such as property corners and/or permanent structures. Invert elevations of all manholes, storm sewers and structures, sanitary sewers, and pump/lift stations shall be clearly indicated. These "record" drawings shall be kept clean and dry and maintained in a current state with the progress of work. If at any time, a copy of this plan or portion is requested by the Owner, such copy shall be made available within 24 hours after the request is made.

Before final acceptance of the completed installation and final payment by the Owner, the Contractor shall deliver to the Engineer, four sets of "record" drawings accurately depicting the horizontal and vertical as-built data described in the above paragraph. "Record" drawings for the items installed on this project shall be certified by a licensed surveyor, other than Thomas & Hutton, registered in the State of Georgia. The size of the drawings shall be 24" x 36". The "record" drawings shall have a coordinate system based on the Georgia State Plane Coordinate System, East Zone, North American Datum 1983 (NAD 83). Elevations shall be based on the NAVD 88 datum. All measurements and coordinates shown shall use the U.S. Survey foot definition. Coordinates shall be shown on all drainage structures, sanitary sewer manholes, storm manholes/boxes, valve boxes/vaults, valve manholes, valves, fire hydrants, fittings and all other related work performed under this contract. Vertical data including but not limited to, structure and manhole frame and inverts, pipe inverts, lift station frame, inverts, control levels, bottom, site grading, and as-built grading shall be shown. In addition to the "record" drawings, Contractor shall deliver to the Engineer electronic AutoCAD files (Version 14 or later) all the data described above on a flash drive.

SPECIAL PROVISION

PROMPT PAYMENT

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than ten calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the County.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

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

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

(CONTRACTOR)

certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as procurement <u>Tom Triplett Park</u>
 <u>Improvements</u> (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 <u>Tom Triplett Park Improvements</u> 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 nondiscrimination 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	
of, declare under oath that	
Company Name	
the above statements, including any supplemental responses attached here	eto, 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 <u>CHATHAM COUNTY</u> has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization 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 _____(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 voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education or local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

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

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

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

ATTACHMENT F

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

Name of Bidder:

Name of Project:_____ Bid No:

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

WBE Total % M/WBE Combined % MBE Total

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 nonimmigrant 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 - \$499,999 or more: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of <u>\$499,999 or less</u>, 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

Project 1	Name:
Ī	Location:
(Dwner:
F	Address:
(City and State:
(Contact:
	Phone & Fax:
*	Architect or Engineer:
(Contact:
F	Phone & Fax:
E	Email:

b. The awarded bid amount and project start date.

c. Final cost of project and completion date.

d. Number of change orders.

a.

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.

REFERENCES - \$499,999 or more: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of <u>\$499,999 or less</u>, 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.	Projec	t Name

se i tame.	
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.

<u>+</u>

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.

REFERENCES - \$499,999 or more: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of <u>\$499,999 or less</u>, 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

Proje	ect Name:	2
	Location:	
	Owner:	
	Address:	
	City and State:	
	Contact:	
	Phone & Fax:	
	*Architect or Engineer:	
	Contact:	562
	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.

a.

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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REFERENCES - \$499,999 or more: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of <u>\$499,999 or less</u>, 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_

<u>.</u>

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.

REFERENCES - \$499,999 or more: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of <u>\$499,999 or less</u>, 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:

n manne
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.

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

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

1. ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (Page 3 of ITB).

2. ORGINAL SURETY BOND (5% OF BID) ALONG WITH SURETY REQUIREMENTS SHEETS FILLED OUT.

3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.

4. **"LIST OF SUBCONTRACTORS" SHEET** FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.

5. **"% TO MBE SUBCONTRACTORS/SUPPLIERS' SHEET** COMPLETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO MBE/WBE SUBCONTRACTORS/SUPPLIERS.

6. SECTION 2.31 OF ITB - **REFERENCES**: Read this section and submit the correct number of "References" (based on total dollar amount of project) Note: Supply <u>ALL</u> the information that is requested for each Reference. NOTE: *Forms for Reference Information are attached to this Bid Package*.

7. ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT HTTP://PURCHASING.CHATHAMCOUNTY.ORG.

8. COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE ITB (Attachments A thruH). D-2 IS TO BE FILLED OUT FOR EACH SUBCONTRACTOR.

NAME/TILE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE / FAX NUMBERS

E-MAIL

LEGAL NOTICE CCNO. <u>167244</u> <u>Invitation to Bid</u>

Sealed Bids will be received until <u>2:00 P.M</u>. on <u>SEPTEMBER 18, 2018</u> and publicly opened in <u>Chatham County Purchasing & Contracting Department, at The Chatham County Citizens</u> <u>Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406</u>, for: <u>BID NO : 18-0090-4</u> TOM TRIPLETT PARK IMPROVEMENTS – PHASE IV.

PRE-BID CONFERENCE: Conference will be held <u>at The Chatham County Citizens Service</u> <u>Center, 1117 Eisenhower Drive, Suite C, Savannah , Georgia on SEPTEMBER 4, 2018, at</u> <u>2:00 P.M.</u> You are encouraged to attend.

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

Plans <u>must be</u> 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: <u>cdrwest@cdrepro.com</u>.

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

Bid Bond <u>is required</u> 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, PURCHAPING DIRECTOR

SAVANNAH NEWS/PRESS INSERT: Aug. 22, 2018 Please send affidavit to: Chatham County Purchasing & Contracting Department 1117 Eisenhower Drive, Suite C Savannah, Georgia 31406 (912) 790-1622