

INVITATION TO BID

BID NO. 18-0115-4

BENTON BOULEVARD EXTENSION

PRE-BID CONFERENCE: 2:00 PM, NOVEMBER 13, 2018

BID OPENING: 2:00 PM, NOVEMBER 27, 2018

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES "JAY" JONES

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER CHESTER A. ELLIS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

DOCUMENT CHECK LIST

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

GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

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

PROPOSAL

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

BID SCHEDULE

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

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

CONTRACT

LEGAL NOTICE

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

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

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

CURRENT TAX CERTIFICATE NUMBER
CITY _____
COUNTY _____
OTHER _____

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

African-American _____ Asian American _____ Hispanic _____
Native American or Alaskan Indian _____ Woman _____

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

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S) _____

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

BY: _____
DATE

SIGNATURE

TITLE: _____

COMPANY: _____

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

Date: October 23, 2018

BID NO. 18-0115-4

GENERAL INFORMATION FOR INVITATION FOR BID

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Director, at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM local time, NOVEMBER 27, 2018,** at which time they will be opened and publicly read. **The County reserves the right to reject all bids that are non-responsive or not responsible.**

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

A **Pre-bid Conference** has been scheduled to be conducted at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on NOVEMBER 13, 2018, at 2:00 PM.,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **You are encouraged to attend.**

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Director will issue a written addendum to document each approved change. Generally when addenda are required, the bid opening date will be changed.

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

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

- a. When a pre-bid conference is scheduled, bidders shall either present their

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

- b. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
- c. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.

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

- 1.11 **Compliance with Laws:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County 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 11 April 2008, the Chatham County Board of Commissioners

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

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

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

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

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

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

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

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

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

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

Protection of Resident Workers. Chatham County Board of Commissioners actively

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

GENERAL CONDITIONS

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

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

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

proposal that serves as the best value to Chatham County.

- 2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.
- 2.14 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

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

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

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

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

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

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
- IV. A Summary of all current insurance for the insured (includes effective dates

- of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
 - VI. Certificate Holder (This is to always include Chatham County).

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

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

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

2.16.3 Special Requirements:

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

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

2.16.4

Additional Coverage for Specific Procurement Projects:

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

Minimum Limits:

\$1 million per claim/occurrence

Coverage Requirement:

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

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

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

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

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

2.23 **Debarred or Suspended Subcontractors.**

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

the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

2.24 **Cone of Silence:**

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

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

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

Goals established for this project is 30% Combined.

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

2.26 **LIQUIDATED DAMAGES:** Failure to complete all work within **545** 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 **\$1,000** 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: cheyward@chathamcounty.org**

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

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

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

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

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

three (3) years following completion.

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

a. Project Name: _____

Location: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone & Fax: _____

*Architect or Engineer: _____

Contact: _____

Phone & Fax: _____

b. The awarded bid amount and project start date.

Final cost of project and completion date.

Number of change orders.

Contracted project completion in days.

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

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

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

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

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

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

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

ADDITIONAL CONDITIONS

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

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

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

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

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

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

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

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

3.3 SURETY REQUIREMENTS and Bonds: (check where applicable)

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

3.4 **WARRANTY REQUIREMENTS:**

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

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

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

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

3.6 **AUDITS AND INSPECTIONS:**

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

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

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

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

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

This _____ day of _____ 20 _____.

BY _____

SIGNATURE

TITLE

COMPANY

Phone / Fax No's. / e-mail

CHATHAM COUNTY, GEORGIA
SURETY REQUIREMENTS

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

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

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

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

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

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

PROPOSAL

SPECIFICATIONS FOR:

BID NO. 18-0115-4

BENTON BOULEVARD

This project is for Benton Boulevard, which is located in unincorporated Chatham County.

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

Construction of a two lane road with associated drainage and sidewalk between Highlands Boulevard and State Route 30 with a bridge at St. Augustine Creek and a box culvert at Little Hearst Branch. It will also include widening on Highlands Boulevard from Benton Boulevard to just past Shellbark Way. Intersection improvements include roundabouts at Meinhard Road and State Route 30 as well as a traffic signal at Highlands Boulevard.

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

This shall be a Unit Price contract.

COMMENCEMENT AND COMPLETION:

WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN 545 CALENDAR DAYS AFTER THE TEN DAY PERIOD.

BID SHEET
BENTON BOULEVARD EXTENSION

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY					
150-1000	TRAFFIC CONTROL - BENTON BLVD	LS	1		
150-1002	TRAFFIC CONTROL - HIGHLANDS BLVD	LS	1		
153-1300	FIELD ENGINEERS OFFICE TP 3	EA	1		
207-0203	FOUND BKFILL MATL, TP II	CY	700		
210-0100	GRADING COMPLETE - BENTON BLVD	LS	1		
210-0102	GRADING COMPLETE - HIGHLANDS BLVD	LS	1		
210-0250	UNDERCUT EXCAVATION	CY	8000		
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	SY	3600		
310-5080	GR AGGR BASE CRS, 8 INCH, INCL MATL	SY	6300		
310-5100	GR AGGR BASE CRS, 10 INCH, INCL MATL	SY	46000		
318-3000	AGGR SURF CRS	TN	320		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	2500		
402-3102	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP1 OR 2, INCL BITUM MATL & H LIME	TN	560		
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	9300		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	5200		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	5100		
413-0750	TACK COAT	GL	5300		
429-1000	RUMBLE STRIPS	EA	4		
430-0200	PLAIN PC CONC PVMT, CL 1 CONC, 10 INCH THK	SY	1170		
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	3000		
433-1000	REINF CONC APPROACH SLAB	SY	230		
441-0016	DRIVEWAY CONCRETE, 6 IN	SY	12		
441-0018	DRIVEWAY CONCRETE, 8 IN	SY	75		
441-0050	CONC SLOPE DRAIN (FLUME)	SY	6		
441-0104	CONC SIDEWALK, 4 IN	SY	4600		
441-0108	CONC SIDEWALK, 8 IN	SY	540		
441-0303	CONC SPILLWAY, TP 3	EA	3		
441-0300	CONC SPILLWAY, SPCL DES	EA	4		
441-0740	CONCRETE MEDIAN. 4 IN	SY	420		
441-0741	STAMPED CONCRETE MEDIAN, 4 IN	SY	1540		
441-0748	CONCRETE MEDIAN. 6 IN	SY	100		
441-0754	CONCRETE MEDIAN, 7 1/2 IN	SY	650		
441-4020	CONC VALLEY GUTTER, 6 IN	SY	20		
441-4030	CONC VALLEY GUTTER. 8 IN	SY	20		

BID SHEET
BENTON BOULEVARD EXTENSION

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
441-5008	CONCRETE HEADER CURB, 6 IN, TP 7	LF	660		
441-6022	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	LF	330		
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	9800		
441-6740	CONC CURB & GUTTER, 8 IN X 30 IN, TP 7	LF	10000		
441-6741	CONC CURB & GUTTER, 8 IN X 30 IN, TP 7 (MODIFIED: 4IN TYPE 9 FACE FOR TRUCK APRON)	LF	830		
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	LF	5600		
455-1000	FILTER FABRIC FOR EMBANKMENT STABILIZATION	SY	12000		
456-2015	INDENT RUMBLE STRIPS - GROUND-IN-PLACE (SKIP)	GLM	3		
500-3101	CLASS A CONCRETE	CY	470		
500-3201	CLASS B CONCRETE, RETAINING WALL	CY	35		
500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	10		
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	85		
511-1000	BAR REINF STEEL	LB	46000		
515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	LF	115		
550-1150	STORM DRAIN PIPE, 15 IN, H 1-10	LF	30		
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	3300		
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	1300		
550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	LF	590		
550-1360	STORM DRAIN PIPE, 36 IN, H 1-10	LF	120		
550-2180	SIDE DRAIN PIPE, 18 IN, H 1-10	LF	200		
550-2240	SIDE DRAIN PIPE, 24 IN, H 1-10	LF	150		
550-2300	SIDE DRAIN PIPE, 30 IN, H 1-10	LF	50		
550-2420	SIDE DRAIN PIPE, 42 IN, H 1-10	LF	50		
550-4118	FLARED END SECTION 18 IN, SIDE DRAIN	EA	8		
550-4124	FLARED END SECTION 24 IN, SIDE DRAIN	EA	2		
550-4142	FLARED END SECTION 42 IN, SIDE DRAIN	EA	4		
550-3618	SAFETY END SECTION 18 IN, SIDE DRAIN, 6:1 SLOPE	EA	2		
550-3624	SAFETY END SECTION 24 IN, SIDE DRAIN, 6:1 SLOPE	EA	1		
550-3630	SAFETY END SECTION 30 IN, SIDE DRAIN, 6:1 SLOPE	EA	1		
550-4215	FLARED END SECTION 15 IN, STORM DRAIN	EA	1		
550-4218	FLARED END SECTION 18 IN, STORM DRAIN	EA	15		
550-4224	FLARED END SECTION 24 IN, STORM DRAIN	EA	1		
550-4230	FLARED END SECTION 30 IN, STORM DRAIN	EA	6		
550-4236	FLARED END SECTION 36 IN, STORM DRAIN	EA	1		
572-1000	SLOPE UNDERDRAINS	LF	200		
573-2006	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	LF	2000		
600-0001	FLOWABLE FILL	CY	20		
611-3000	RECONSTR CATCH BASIN, GROUP 1	EA	1		
611-3020	RECONSTR SAN SEW MANHOLE. TYPE 1	EA	1		
611-8050	ADJUST MANHOLE TO GRADE	EA	20		

BID SHEET
BENTON BOULEVARD EXTENSION

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	4		
634-1200	RIGHT OF WAY MARKERS	EA	125		
635-1000	BARRICADES	LF	40		
641-1100	GUARDRAIL, TP T	LF	84		
641-1200	GUARDRAIL, TP W	LF	480		
641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	2		
641-5020	GUARDRAIL TERMINAL, TP 12B, 31 IN, FLARED, ENERGY-ABSORBING	EA	2		
643-8040	GATE, WOVEN WIRE, 12 FT (DETAIL F2)	EA	5		
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	4300		
668-1100	CATCH BASIN, GP 1	EA	60		
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	LF	30		
668-2100	DROP INLET, GP 1	EA	30		
668-2110	DROP INLET, GP 1, ADDL DEPTH	LF	15		
668-4300	STORM SEWER MANHOLE, TP 1	EA	2		
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	4		
668-9800	OUTLET CONTROL STRUCTURE	EA	4		

TEMPORARY EROSION CONTROL

163-0232	TEMPORARY GRASSING	AC	60		
163-0240	MULCH	TN	730		
163-0300	CONSTRUCTION EXIT	EA	12		
163-0310	CONSTRUCTION EXIT TIRE WASH ASSEMBLY	EA	6		
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	EA	20		
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	EA	62		
163-0540	CONSTRUCT AND REMOVE RETROFIT	EA	2		
163-0541	CONSTRUCT AND REMOVE ROCK FILTER DAMS	EA	6		
163-0542	CONSTRUCT AND REMOVE STONE FILTER RING	EA	1		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	100		
163-1925	CONSTRUCT AND REM COMPOST FILTER SOCK, 12 IN	LF	240		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	48000		
165-0020	MAINTENANCE OF TEMPORARY SILT FENCE, TP B	LF	300		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	9900		
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	1270		
165-0050	MAINTENANCE OF SILT RETENTION BARRIER	LF	200		
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	EA	20		
165-0095	MAINTENANCE OF RETROFIT, STA NO -	EA	2		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	12		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	100		
165-0110	MAINTENANCE OF ROCK FILTER DAM	EA	6		

BID SHEET
BENTON BOULEVARD EXTENSION

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
165-0111	MAINTENANCE OF STONE FILTER RING	EA	1		
165-0310	MAINT OF CONSTR EXIT TIRE WASH ASSEMBLY	EA	6		
165-1500	MAINT OF COMPOST FILTER SOCK (ALL SIZES)	LF	240		
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	10		
167-1500	WATER QUALITY INSPECTIONS	MO	18		
170-1000	FLOATING SILT RETENTION BARRIER	LF	200		
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	48000		
171-0020	TEMPORARY SILT FENCE, TYPE B	LF	300		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	9900		

PERMANENT EROSION CONTROL

603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	1100		
603-7000	PLASTIC FILTER FABRIC	SY	1100		
700-6910	PERMANENT GRASSING	AC	32		
700-7000	AGRICULTURAL LIME	TN	190		
700-7010	LIQUID LIME	GL	480		
700-8000	FERTILIZER MIXED GRADE	TN	30		
700-8100	FERTILIZER NITROGEN CONTENT	LB	1550		
716-2000	EROSION CONTROL MATS, SLOPES	SY	4500		

SIGNING & MARKING

500-3104	CLASS A CONCRETE, SIGNS	CY	15		
611-5551	RESET SIGN	EA	2		
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	430		
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	520		
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	SF	370		
636-1077	HIGHWAY SIGNS, ALUM EXTRUDED PANELS, REFL SHEETING, TP 9	SF	190		
636-2070	GALV STEEL POSTS, TP 7	LF	1260		
636-2080	GALV STEEL POSTS, TP 8	LF	340		
636-2090	GALV STEEL POSTS, TP 9	LF	780		
636-3000	GALV STEEL STR SHAPE POST	LB	6000		
636-3010	GROUND-MOUNTED BREAKAWAY SIGN SUPPORT	EA	16		
636-9094	PILING IN PLACE, SIGNS, STEEL H, HP 12 X 53	LF	40		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	55		
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	2		
653-0296	THERMOPLASTIC PVMT MARKING, WORD, TP 15	EA	10		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	380		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	6400		
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	5.40		

BID SHEET
BENTON BOULEVARD EXTENSION

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	3.20		
653-4501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLM	0.40		
653-4830	THERMOPLASTIC SKIP TRAF STRIPE, 18 IN, WHITE	GLF	430		
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	590		
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	5700		
654-1001	RAISED PVMT MARKERS TP 1	EA	570		
654-1003	RAISED PVMT MARKERS TP 3	EA	240		
657-1085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	LF	500		
657-6085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-YELLOW), TP PB	LF	500		

SIGNALIZATION

636-1049	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9 FOR MAST ARM SIGNS	SF	45		
639-3014	STEEL STRAIN POLE, TP IV, INCL LUMINAIRE ARM & 65' MAST ARM	EA	4		
647-1000	TRAFFIC SIGNAL INSTALLATION NO - 1	LS	1		
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	LF	2070		
682-9954	DIRECTIONAL BORE - 4 IN	LF	200		
682-9956	DIRECTIONAL BORE - 6 IN	LF	340		
682-9958	DIRECTIONAL BORE - 8 IN	LF	150		
687-1000	TRAFFIC SIGNAL TIMING	LS	1		
926-2075	900 Mhz DIRECTIONAL RADIO ANTENNA AND CONNECTING CABLE	EA	1		

BRIDGE NO. 1 - ST. AUGUSTINE CREEK

500-0100	GROOVED CONCRETE	SY	680		
500-1006	SUPERSTR CONCRETE, CL AA, BR NO - 1	LS	1		
500-2100	CONCRETE BARRIER	LF	184		
500-3102	CLASS A CONCRETE, BR NO-1	CY	72		
507-8900	PSC BEAMS, AASHTO TYPE I MOD, BR NO - 1	LF	1115		
511-1002	BAR REINF STEEL - BR NO -1	LB	8400		
511-3000	SUPERSTR REINF STEEL, BR NO - 1	LS	1		
516-1100	ALUM HANDRAIL, STD 3626	LF	184		
520-2216	PILING, PSC, 16 IN SQ	LF	1320		
520-3216	TEST PILE. PSC, 16 IN SQ	EA	2		
520-4216	LOAD TEST, PSC, 16 IN SQ (IF REQD)	EA	1		
523-1100	DYNAMIC PILE TESTING	EA	2		
540-1102	REMOVAL OF EXISTING BR. BR NO - 1	LS	1		
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	1130		
603-7001	PLASTIC FILTER FABRIC	SY	1130		

BID SHEET
BENTON BOULEVARD EXTENSION

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
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WATER AND SEWER RELOCATIONS

660-1230	SEWER FORCE MAIN, 10 IN, - PVC SDR 18, C-900	LF	1400		
660-1730	SEWER MAIN, FUSIBLE PVC, 10 IN INSTALLED BY DIRECTIONAL BORE WITOUT CASING	LF	300		
660-2070	INSTALLATION OF FITTING, PRESSURE TAP AND INSTALLATION OF BLIND FLANGE	EA	5		
660-2405	AIR RELEASE VALVE ASSEMBLY, 2 IN INCL MANHOLE	EA	2		
660-9991	TEMPORARY SEWER FORCE MAIN BYPASS, 10 IN PIPE, INCLUDES INSTALLATION, MAINTENANCE AND	LF	2500		
660-9992	TEMPORARY SEWER FORCE MAIN BYPASS, PLUG AND BYPASS FITTINGS AT LINE STOP FITTING, INCLUDES INSTALLATION, MAINTENANCE AND REMOVAL OF PLUG	EA	6		
670-1085	WATER MAIN, 8 IN, PVC	LF	30		
670-5750	INSTALLATION OF FITTING, PRESSURE TAP, INSTALLATION OF PLUG, REMOVAL OF PLUG AND	EA	2		

LIGHTING

681-4210	LIGHTING STD, 30 FT MH, POST TOP	EA	28		
681-9999	LUMINAIRE, TP 4, 4K, LED	EA	28		
682-1404	CABLE, TP XHHW, AWG NO 10	LF	16700		
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	LF	5900		
682-6225	CONDUIT, NONMETL, TP 2, 2 1/2 IN	LF	100		
682-9000	MAIN SERVICE PICK UP POINT	LS	1		
682-9002	MAIN SERVICE PICK UP POINT - NO 2	LS	1		
682-9022	ELECTRICAL JUNCTION BOX, REINF PLASTIC MORTAR	EA	10		
682-9953	DIRECTIONAL BORE - 3 IN	LF	1000		

LANDSCAPING

700-9300	SOD	SY	680		
702-0212	CRATAEGUS VIRIDIS - 3 INCH CALIPER	EA	6		
702-0363	ILEX CORNUTA CARISSA - 3 GAL	EA	5		
702-0470	ILEX VOMITORIA NANA - 3 GAL	EA	420		
702-0910	QUERCUS VIRGINIANA - 3 INCH CALIPER	EA	2		
702-9005	SPRING APPLICATION FERTILIZER	LB	260		
702-9025	LANDSCAPE MULCH	SY	900		
725-0010	WEED CONTROL	SY	1600		

999-9000	FIELD ALLOWANCE	LS	1	50.000	
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TOTAL BID (Round off to whole dollar)

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**BID SHEET
BENTON BOULEVARD EXTENSION**

Name/ Title

Company

Address

Phone/ Fax Numbers

E-mail

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.

**SPECIAL CONDITIONS
BENTON BOULEVARD EXTENSION**

1. DESCRIPTION OF WORK:

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

Construction of a two lane road with associated drainage and sidewalk between Highlands Boulevard and State Route 30 with a bridge at St. Augustine Creek and a box culvert at Little Hearst Branch. It will also include widening on Highlands Boulevard from Benton Boulevard to just past Shellbark Way. Intersection improvements include roundabouts at Meinhard Road and State Route 30 as well as a traffic signal at Highlands Boulevard.

Construction plans, technical specifications and some special provisions for the project are provided separately and are considered part of the contract documents.

All work under this contract shall be done in accordance with the Georgia Department of Transportation (GDOT) Standard Specifications, latest edition and subsequent supplemental specifications; the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD); and the following Shelf Special Provisions which are available on the GDOT website at www.dot.ga.gov/PS/Business/Source: 105- Control of Work, 109- Measurement and Payment, 150 Traffic Control (60 page version), 161- Control of Erosion and Sediment, 163- Miscellaneous Erosion Control Items, 165- Maintenance of Temporary Erosion and Sedimentation Devices, 167-Water Quality Monitoring, 171- Silt Fence, 400 Hot Mix Asphaltic Concrete Construction, 647- Traffic Signal Installation, 800- Course Aggregates, 802- Aggregates for Asphaltic Concrete, 828 – Hot Mix Asphaltic Concrete Mixtures; except for certain items deleted or modified in these documents. Project Specific Special Provisions for: Prompt Payment, 153- Field Office, 208- Embankment, 209- Subgrade, 520- Piling, 687- Traffic Signal Timing and 881- Fabric are included in this proposal and will also apply.

Water and Sewer relocations within the City of Savannah, with the exception of the 10 inch force main belonging to Port Wentworth shall be completed in accordance with the Plans and City of Savannah Specifications Section 02550 Water Distribution System and Section 02554 – Wastewater Collection System. These specifications can be found on the City of Savannah website at www.savannahga.gov/914/Specifications.

Water and Sewer relocations within Port Wentworth and the 10 inch force main that runs from Highlands Boulevard north along the west side of the Benton Boulevard right of way to station 51+60 shall be completed in accordance with the Plans and Port Wentworth Specifications as provided. Contractor to notify Chris Lee with Clearwater Solutions prior to beginning water or sewer line work in Port Wentworth.

Contract administration and inspection will be performed by Chatham County. Water and sewer relocation inspection may be performed by City of Savannah or a consultant for Port Wentworth

as well as County personnel. Inspection within the Georgia Department of Transportation (GDOT) right of way may be performed by GDOT as well as County personnel.

Testing will be performed by an Independent Laboratory hired by Chatham County. A minimum of 24 hours notice will be required prior to any work which requires testing. Sampling and testing will be performed as per GDOT Sampling and Testing Guidelines.

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

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

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

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

2. **COMMENCEMENT AND COMPLETION:** The Contractor shall agree to commence work under this contract within ten (10) working days after the Notice to Proceed (NTP) is issued, and complete all work within 545 calendar days after the 10-day period. The Contractor shall work continuously on the project after the Notice to Proceed is issued.

Work is restricted to the area south of station 70+00 until the environmental permit for the north end is approved. Permit approval is anticipated by the end of the year, 2018. No additional time will be approved as long as the permit is approved within six months of NTP.

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

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

4. **LIQUIDATED DAMAGES:** Failure to complete all work within 545 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 \$1000 for each calendar day in excess of the authorized construction time. The Georgia Department of Transportation schedule for liquidated damages will not be used.

5. **PRECONSTRUCTION CONFERENCE:** The Contractor shall attend a pre-construction conference prior to commencing any work.

6. **CONSTRUCTION SCHEDULE:** The Contractor shall prepare a detailed schedule showing progress dates and completion dates of all phases of construction, including the critical path for the project. The schedule must be submitted and approved prior to commencement of work.

7. **PAYMENT:** Quantities are approximate and payment shall be for measurements of actual in-place work as per the plans and specifications. Any quantities exceeding the contract amount shall be requested by the Contractor in writing, for approval by the County Engineer, prior to the work being performed. Payment will not be made for additional quantities without prior, written approval of the County Engineer.

8. **TRAFFIC CONTROL:** Traffic Safety is paramount. All existing roads must be open to traffic at all times. The Contractor will be responsible for all traffic control, in accordance with the Manual on Uniform Traffic Control Devices, GDOT standards and details, GDOT Special Provision 150 and all other safety measures that will enhance the safety of the construction site. All costs associated with this work shall be included in the bid price for traffic control. The Contractor shall submit a traffic control plan for approval prior to beginning any work. Any changes to the approved traffic control plan must be submitted and approved in writing.

The Contractor shall submit a staging plan, including traffic control, for each roundabout at least four weeks prior to beginning work within twenty feet of the proposed roundabouts. The traffic control plan for the roundabout at State Route 30 will require review and approval by GDOT as well as the County Engineer.

9. **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.

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

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

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

c. The term "Actual Cost" shall include the cost of material and labor as follows:

- i. Material cost - Direct cost of material, sales tax, freight and equipment rental.
- ii. Labor cost - Man hour cost listed separately by trade, payroll costs including workman's compensation, social security, pension and retirement.

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

11. **PRECONSTRUCTION INSPECTION:** A preconstruction video, DVD or CD of photographs is required and must be submitted to Chatham County Department of Engineering for approval prior to the start of work. Special emphasis shall be given to record the existing condition of pavement, signs, walls, fences, driveways, utilities and any other improvements within 50 feet of the project limits.

12. **GRADED AGGREGATE BASE:** The graded aggregate base (GAB) will be granite only. Limerock and recycled or crushed concrete are not approved base materials for this project. The pay limits for the GAB will be at curb and gutter and six inches beyond the edge of pavement without curb and gutter.

13. **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.

14. **STORM DRAINAGE:** All storm drain pipe will be reinforced concrete pipe stamped by a Certified Pipe Technician. Pipe joints shall be wrapped with two layers of filter fabric four feet wide, centered on the joint with a minimum overlap of one foot. The cost for this shall be included in the bid price for storm drain pipe. Shop drawings for all drainage structures shall be submitted for approval. Contractor shall submit as-built plans (marked with any changes) and post construction survey invert elevations for storm drainage upon completion of the work.

15. **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. The Contractor is responsible for obtaining any waivers or permits from the City of Savannah or Port Wentworth as required due to noise levels from piling driving or

construction equipment.

16. **UTILITIES:** The Contractor will be responsible for all utility coordination, including required relocation, and protection of utility facilities. The City of Savannah will be responsible for relocation of the street lights on Highlands Boulevard. The Contractor will be responsible for coordinating the street light relocation with the City.

17. **PRIME CONTRACTOR SUPERINTENDENT:** A qualified Superintendent of the prime contractor shall be on-site at all times during construction activities, including those of subcontractors. A sub-contractor will not be an approved representative of the prime contractor. If the Superintendent is not present to control the work, work may be suspended by County personnel until such time as the Superintendent is on-site and has adequately addressed any problems or concerns.

18. **COOPERATION BETWEEN CONTRACTORS:** The proposed Effingham Parkway will connect with the proposed roundabout at Benton Boulevard and State Route 30. That project may begin prior to the completion of this project. If so, coordination of work and traffic control with the other contractor will be required to minimize duplication of effort and disruption to traffic.

19. **RED ROBIN COURT:** Red Robin Court may be closed as needed for construction within the Benton Boulevard right of way but should not be kept closed without cause. When practical, the road should be open to roadway and pedestrian traffic. Safe passage for pedestrian traffic shall be provided at the end of each work day.

20. **SPECIAL DESIGN SPILLWAYS:** Special Design Spillways will be paid for as each, this will include all work and materials to complete the spillways as per detail on sheet 38-0001 including a two foot transition between section C-C to section B-B. Required flume (section B-B) beginning from the end of the transition will be paid for by the square yard for concrete slope drain. Side walls shall be five inches minimum. Top for the spillway must extend a minimum of two feet beyond the sidewalk.

21. **HIGHLANDS BOULEVARD:** All traffic control and grading complete work to be completed between station 634+00 and 647+60 on Highlands Boulevard shall be included in the bid prices for Highlands Boulevard.

22. **DYNAMIC PILE TESTING:** Separate pay items are set up for test piles and for dynamic pile testing. Dynamic pile testing will be at the discretion of the County Engineer.

23. **SOIL SURVEY & BFI:** The Soil Survey and Bridge Foundation Investigation Reports will be made available for information only, separately from the bid package for this project.

24. **STATION NUMBERS:** Contractor to place and maintain stakes or paint (on pavement) with the centerline station numbers at 100 foot intervals along the project corridor including the mainline, Highlands, Meinhard and S.R. 30, within the right of way and within 50 ft. from the centerline. If the stakes or paint are offset from the centerline, offset distances must be noted.

25. **CLASS B PAVEMENT WIDENING:** The pay item for Class B Concrete Base or Pavement Widening shall be understood to be for those areas where there is a gap between the existing pavement to remain and the proposed curb and gutter. Up to six inches of the existing pavement may need to be removed to provide a neat edge. The cost for class B concrete to replace

existing pavement removed beyond six inches shall be the responsibility of the Contractor.

26. **MAILBOXES:** Mailboxes shall be relocated as required for construction. This work will be included in the bid price for grading complete. Any mailboxes that need to be moved to facilitate construction must be reset the same day and placed in a location as to allow for mail delivery.

27. **UNSUITABLE MATERIAL:** Some unsuitable material is expected to be encountered on this project based on the soil survey. Pay items are set up with estimated quantities for undercut excavation, embankment stabilization fabric, underdrain and slope underdrain. Locations for these items are not specified on the plans. Use of these pay items will be as directed by the County Engineer in any combination which will most efficiently address subgrade conditions. The Contractor should expect to install underdrain between stations 57+00 to 62+00 as a minimum. The Contractor is responsible for minimizing exposure of the subgrade to rain and heavy equipment. Temporary drainage may be required to keep water from ponding on subgrade soils. Once grading begins in cut sections, the Contractor is expected to work continuously to prepare the subgrade for placement of base material. Undercut will not be paid for due to Contractor negligence.

28. **PARCEL 22:** Contractor will place 22 SY of Aggregate Surface Course, six inch thickness at the end of the paved driveway, within the driveway easement at driveway number 18, station 305+50 Lt on State Route 30.

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

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 10 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.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 153 - Field Engineer's Office

Revise Subsection 153.3.04 Fabrication:

Revise the wording on the project office sign to read "Chatham County" rather than the "Georgia Department of Transportation" and remove the 24 hour emergency contact phone number.

Delete Subsection 153.3.05 B.1 and substitute the following: Dimensions: Type 3 Building to have minimum width of 8 ft, minimum length of 20 ft, and a minimum of 250 square feet with 7 ft or more of headroom.

Delete Subsection 153.3.05 B.2 and substitute the following: Doors and Windows: Ensure that the building shall have at least one standard height solid entrance door with a lock and a self-closing screen door.

Each wall, unless predominately occupied by a door, shall have at least one hinged, jalousied, or sliding window that is glazed, screened and fitted with venetian blinds. Each window shall measure at least 6.5 sq ft, except the window in the bathroom which may be 3.25 sq ft.

Delete Subsection 153.3.05 B.7 and substitute the following:

Worktable: Provide a minimum of two standard dimension desks. They shall be provided with a minimum of 1 1/8" wood grain laminated tops with 23" deep files and heavy-duty steel ball bearing drawers and locking center drawer. Provide one 5' x 3' angled 38" high drafting table and one 6' by 2.5' table.

Delete Subsection 153.3.05 B.8 and substitute the following:

Stools: Provide one stool for the drafting table and a minimum of four fully braced stackable chairs. Provide a minimum of two desk chairs which shall be swivel chairs with arms, foam cushions and upholstered seats adjustable from 16 1/2" to 20" high.

Delete Subsection 153.3.05 B.11 and substitute the following:

Utilities: Connect all utilities including water, sewage, gas, electricity, and internet service to their service source, ready for use, before the Engineers occupancy. Process and pay the monthly bills for all utility services.

Delete Subsection 153.3.05 B.15

Delete Subsection 153.3.05 C.2 and substitute the following: Locking file cabinet - Provide two (2) four drawer, letter size, steel, fireproof, lockable file cabinets and at least two keys for each.

Delete Subsection 153.3.05 C.3 and substitute the following:

Plan Racks - Provide plan rack(s) to hold one complete set of Project Plans.

Delete Subsection 153.3.05 C.8 and substitute the following:

Security Light - Provide one 150-watt high pressure sodium security light with photoelectric controls on a wood pole and one outside light by the door on the office building.

Delete Subsection 153.05 C.9 and substitute the following:

Copy Machine - The Contractor shall furnish the field office with an all in one wireless printer, copier, scanner installed and connected so that all functions are active and maintained for the life of the project. The copy machine shall have the capability of making letter-size copies (8 ½" by 11"), legal size copies (8 ½" by 14"), two-sided copies, at least thirty copies per minute, and possess an auto-feed feature. Furnish all consumable and non-consumable supplies for the life of the project.

Delete Subsection 153.05 C.13 and substitute the following:

Provide one Mobile Broadband Router and Accessories:

- A. Hardware - CradlePoint MBR 1200B Mobile Broadband Router or approved equal.
- B. Accessories - Modem Security Enclosure for CradlePoint MBR 1200B Broadband Router or approved equal.
- C. Uninterrupted power supply - American Power Conversion Corporation Back-UPS 750 or Newpoint 750 VA Battery Backup or approved equal.
- D. Cable Broadband Internet Service: Provide Cable, 4G/LTE Broadband. Provide DSL Internet Service with static IP address only if cable internet service is not available. The 4G/LTE modem must be compatible with Mobile Broadband Router.

Add the following:

Provide an outside water spigot and hose.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

SECTION 208 - EMBANKMENTS

Modify Sub-Section 208.2A.1 to read as follows:

Indundated Embankments: Construct embankments in inundated areas with granular embankment placed to a level of 18 inches above the water surface at the time of construction.

Retain Sub-Section 208.5 – Payment – as written and add the following:

Include costs for granular embankment construction in the bid price for Grading Complete.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

SECTION 209 – SUBGRADE CONSTRUCTION

Delete Sub-section 209.2.A and substitute the following:

209.2.A SUBGRADE MATERIALS: Construct the top 12 inches of subgrade on this project, including crossroads, with Class IIB3 or better materials. If the existing soils at grade do not meet this requirement, undercut and replace these soils to provide 12 inches of Class IIB3 or better materials at subgrade. Include the cost for this work in the bid price for Grading Complete.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

SECTION 520- PILING

Add the following to Subsection 520.3.05.G:

At the Contractor's option, predrilling may be used to loosen dense soil layers to assist in the installation of piling in lieu of spudding or jetting. To predrill, drill an auger into the ground not lower than five feet from the minimum tip elevation at the pile location. It is not necessary to remove all material or provide casing. Use a maximum auger diameter of eighteen (18) inches for the sixteen (16) inch PSC piles.

There will not be any separate payment made for predrilling.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

SECTION 523 - DYNAMIC PILE TESTING

523.1 General Description

The work consists of performing dynamic pile testing using the Pile Driving Analyzer (PDA) to monitor the driving of piles with accelerometer and strain gauges attached to the piles. Piles to be dynamically tested will be identified in the Special Provision or on the Plans. Prior to pile driving, the Engineer will determine production or test piles to be dynamically tested. Perform the dynamic pile testing in accordance with ASTM D4945-12.

Take dynamic measurements during driving of any required piles. Drive the pile as shown in the Special Provisions or on the Plans.

523.2 Materials

Furnish measuring instruments for dynamic pile testing. Attach instruments near the top of the piles with bolts placed in drilled holes. Furnish materials, labor and equipment necessary for installation of the instruments.

523.3 Construction Requirements

Measure wave speed prior to driving piles. Wave speed measurements will not be required for Steel H piles or metal shell piles. When wave speed measurements are performed, place the piles in a horizontal position not in contact with other piles.

Perform dynamic pile testing during driving. Modify the driving to reduce the stress and/or eliminate the damage, should the recommended stress level be exceeded or if damage occurs (determined visually or as indicated by the instrumentation).

Do not exceed the following maximum driving stresses, as determined by the dynamic pile testing:

1. For Steel piles:

0.9 Fy, where Fy = Yield strength of steel

2. For Prestressed Concrete Piles:

Compression:

$$\sigma_{dr} = (0.85f'_c - f_{pe})$$

Tension in Normal Environments:

$$\sigma_{dr} = (0.095\sqrt{f'_c} + f_{pe})$$

Tension in Severe Corrosive Environments:

$$\sigma_{dr} = \phi_{da}f_{pe}$$

where;

σ_{dr} = maximum allowed driving stress, ksi

f'_c = specified minimum 28-day compressive strength of concrete, ksi

f_{pe} = effective prestress in concrete, ksi, (after all losses) at the time of driving taken as 0.78 times the initial prestress force

Re-drive friction piles that do not obtain bearing after a freeze period of a minimum of 24 hours or for a period designated on the Plans, whichever is longer. Reset the gauges if required. Re-strike the pile with a warm hammer until a maximum penetration of 3 inches (76 mm) or 40 blows is reached, whichever occurs first. The Engineer may modify the Pile Driving Objective based on the results of the PDA work.

Provide two weeks' notice prior to the driving of designated piles and cooperate with the Engineer in connection with the performance of Dynamic Pile Testing.

Provide a complete report consisting of but not limited to PDA field monitoring data, results of CAPWAP computer analyses, and recommendations such as pile lengths, hammer fuel setting, and valid driving criteria. Valid driving criteria is defined as having the required hammer having a hammer set greater than 3 blows per inch and less than 10 blows per inch at the driving resistance for that pile. Submit the report electronically in PDF format and the electronic data files of the PDA analysis and CAPWAP to the Geotechnical Bureau and allow seven (7) calendar days for review and approval before proceeding with driving production piles.

523.4 Measurement

The Dynamic Pile Tests performed in accordance with these Specifications will be counted as test pile per each. (Refer to plans summary sheet for the required amount of PDA testing.)

523.5 Payment

The Dynamic Pile Test completed and accepted will be paid for at the Contract unit Price for Test Pile. This payment will be full compensation for all costs of complying with this specification, including incidentals, additional work, and any delays incurred in conjunction therewith.

Payment will be made under:

Item No. 520-3216 Test Pile, PSC, 16 in sq. Per Each

Office of Materials and Testing

Special Provision

Section-687 Traffic Signal Timing

Add the following:

687.1 General Description

This work consists of developing and implementing, by a prequalified Contractor, a traffic signal operating plan designed to provide a safe and efficient operation of the Intersection of Benton Boulevard and Highlands Boulevard. This work includes system timing plan development, implementation and adjustment.

687.1.01 Definitions

Use the following definitions for purposes of this project:

- A prequalified Contractor is defined as one who is qualified to perform work in Area Class Codes 3.06 and 3.09 in the Georgia Department of Transportation's Consultant Prequalification regulations.
- A signal timing plan is defined as a unique combination of cycle length, splits and offsets for all intersections within a system or control section.
- A control section is defined as any portion of a traffic control system, which can be controlled by a single set of timing parameters and in which all intersections change timing patterns at the same time.
- Engineer is defined as the County Engineer.
- Approved or approval is defined as written approval by the County Engineer or his designated representative.

687.1.02 Related References

A. Standard Specifications

Section 108 - Prosecution and Progress

Section 647 - Traffic Signal Installation

687.1.03 Submittals

Make the following three (3) submittals to the Engineer for review and approval in the sequence and order listed. Each submittal must be approved before conducting any associated work. The preliminary timing plan shall be submitted a minimum of 30 calendar days prior to the proposed signal activation date.

1. Methodology Report
2. Preliminary timing plans
3. Final Timing Plans Report

Submit all traffic signal timing data to the Engineer in a form utilizing the manufacturer's software. Assure that all work submitted is neat and legible.

687.2 Materials

687.2.01 Software

The Department will not provide resources to fulfill any Contractor obligations under this Special Provision. The Department will not furnish any software or equipment for the development and implementation of timing plans. Obtain all necessary licensed software, equipment and materials to support this work effort. All software used for this project must be registered to the Contractor and must be 100 percent compatible with the software utilized by the Department. Supply proof of registration.

687.3 Construction Requirements

687.3.01 Field Review

Section 687 – Traffic Signal Timing

Visit the intersection during the morning, afternoon and evening peak traffic periods in order to make qualitative assessments of intersection operation. Make note of queue length, delays, conflicts or any other operational characteristics that should be considered in evaluating and developing coordinated traffic signal timing plans. Make note of the surrounding land use and traffic generators to gain insight on the daily traffic patterns of motorists in the area.

Upon completion of the field observations, contact the Engineer to determine if any special local conditions exist that could affect the timing plan development process.

687.3.02 Methodology Report

Develop a traffic signal Methodology Report containing the following data:

1. Methodology for calculating pedestrian and vehicular clearance intervals
2. Signal analysis software to be used
3. Software registration numbers
4. Time Schedule for the signal timing development and implementation

Submit two (2) copies of the Methodology Report to the Engineer for review and approval. Obtain written approval of the Methodology Report prior to the development of initial system timing plans. Define in the Methodology Report the intended methodology for developing system timing as well as the goals for operating the system.

Submit for approval a time schedule for completing the tasks covered under this Special Provision. Define all software programs proposed to be used for timing plan development and database preparation. Do not use the Department resources to fulfill any of the Contractor's obligations under this Special Provision.

Use a Georgia Department of Transportation approved computer signal timing analysis program to develop the signal timing plans. All software programs must be 100 percent compatible with the programs that the Department is currently using. Program version numbers may be different as long as the data can be saved into the version utilized by the Department. Obtain approval from the Engineer of all computer programs to be used for this project. Provide program registration numbers.

687.3.03 Data Collection

The traffic study including traffic counts and projections will be made available to the contractor by the County.

687.3.08 Initial Timing Plan Development

After receiving written approval of the Methodology Report from the Engineer, develop an initial system timing plan based on the Methodology Report. Include in the timing plan controller, master (if present) and system settings necessary to allow coordinated operation of the Intersection.

687.3.08.01 Timing Plan Development Requirements

Submit a report consisting of the recommended time-of-day, day-of-week time periods for each plan and the proposed signal timing plans and databases for each plan to the Engineer for review and approval.

Develop and submit for approval by the Engineer procedures and a schedule for implementing and fine-tuning the timing.

Submit the signal timing development computer program input and output files for the proposed signal timing plans. Explain in the initial timing plan report the analysis and conclusions regarding the development of the signal timing plans.

687.3.09 Timing Plan Implementation

Upon receipt of written approval of the Initial Timing Plan Report by the Engineer, implement the new signal timing. Notify the Engineer five (5) working days in advance of the implementation of the system timing plan. Do not schedule implementation on peak traffic days or peak travel times without prior approval from the Engineer.

Enter only approved data into the equipment at each location. Enter the new timing data at each controller, through the master or from the workstation. If entering the timing data from the workstation, have a person experienced with controller operation on-site in the field during the implementation process. Obtain approval of the method of data entry from the Engineer prior to the entry of any data. Develop and implement all settings required for the system database.

Section 687 – Traffic Signal Timing

687.3.10 Fine-Tuning

Review the timing plans and adjust this data as required by actual field conditions or as directed by the Engineer. Conduct this evaluation in three (3) stages:

1. Conduct an initial field verification within twenty-four (24) hours of operating plan implementation. Review the operation of the equipment in the field to verify that the correct cycle lengths, splits and offsets are being implemented by the system and that no major operating problems occur.
2. In the second stage, include a detailed on-street review of the operation of all timing plans. This review will determine where adjustments are required subject to excessive queues or vehicle delays. Upon determining these locations, make the necessary adjustments.
3. The third stage of the fine-tuning consists of an on-street review of the timing plans by the Contractor, the Department and the Local Agency, if applicable. Request in writing to proceed with this stage and submit documentation of the activities in completing stages one and two before beginning the third stage. It is not the intent of stage three for the Department and the Local Agency to accomplish stages one and two for the Contractor. Stage three is reserved for the Department and Local Agency to review and approve, reject or request changes to the final timings as installed by the Contractor. As directed by the Department, the third stage could involve rejection of the timing plans, at which point the Contractor must repeat stages one and two and then request a follow-up stage three review with the Department. As directed by the Department, the third stage could also require the Contractor to re-run the timing plan development program at lower or higher restricted ranges or at specific cycle lengths (as needed to achieve the desired progression and minimize delay). If so directed, implement the necessary adjustments and repeat the detailed on-street review. Notify the Department at least five working days in advance of all on-street reviews. The Department reserves the right to require that adjustments be made due to conditions observed in the field.

Make any adjustments to the timings requested by the Department until the Final Timing Plan Report is submitted for review. Anticipate implementing all plans into the system and fine tuning all plans during the time-of-day/day-of-week, (and season of year, if applicable) that the plans are scheduled to be in effect. Shall present to the Department for approval any contract scheduling conflicts that may interfere with the proper scheduling of the timing plan implementation along with proposed resolutions.

Complete the fine tuning prior to the beginning of the operational test period as specified in Section 647.3.06.C of the Traffic Signal Installation Supplemental Specification.

687.3.12 Final Timing Plans

After all necessary adjustments are made to the timing and operating data and system graphics, furnish two (2) signed copies in a notebook of the final local timing plans to the County Engineer. Provide hard copies of the local and timing on the signal system software manufacturer's forms. Use the back-up routine provided in the Department's signal system software to make a back-up of the system database. Supply this back-up to the Engineer on a 3.5" diskette or a CD-ROM.

687.4 Measurement

The work under this item is not measured separately for payment.

687.5 Payment

Work performed under this specification will be paid for at the lump sum bid price and will include all materials, labor, tools, equipment, supplies, and incidentals to complete this work. The contractor may initiate a partial payment process for the lump sum signal timing by submitting a written request to the Engineer. If the Engineer approves this request, payment will be as follows for reports submitted and approved:

Methodology Report	10%
Initial Timing Plan	60%
Final Timing Plan	30%

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

SECTION 881- FABRICS

Add the following to Subsection 881.2.08:

Filter Fabric for Embankment Stabilization

A. Requirements

1. Use woven filter fabric for embankment stabilization.
2. Sew fabric with a lock stitch using high strength polypropylene or nylon thread.
3. Obtain approval of the stitch and sewing method from the Engineer prior to use.
4. Use fabric that meets the following minimum tensile strength requirements.

Fabric Type	Tensile Strengths in lbs/in width			
	Warp Direction		Fill Direction	
	5% Strain	Ultimate	5% Strain	Ultimate
Polyester	200	500	200	500
Polypropylene	200	800	200	800

Minimum Seam Strength = 150 lbs/in width

- a. Tensile strengths at 5% strain are based on reduction factors from the ultimate strengths of 0.4 for polyester and 0.25 for polypropylene fabrics.
 - b. Use of reduction factors other than those shown are allowed only if verified by laboratory tests acceptable to the Department.
5. Submit a certification from the manufacturer that shows the physical properties of the material used and how it meets this Specification. Submit the certificate according to Subsection 106.05, 'Materials Certification'.

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

Test according to the following:

Test	Method
Tensile strength, elongation	ASTM D 4595 Wide Strip Test
Seam Strength	ASTM D 4884 Wide Strip Test

1. Run the tests at a strain rate of 10% per minute.
2. Use a pre tensioning load of 10 lbs/in or 3%, whichever is less.

D. Materials Warranty

General Provisions 101 through 150.

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 Benton Boulevard (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 **Benton Boulevard** hereby consent, covenant and agree as follows:

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

Signature

Date

ATTACHMENT C

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

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

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

6. List any contracts not completed on time.

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

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

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

of _____, declare under oath that

Company Name _____

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

Signature

State of _____

County of _____

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

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

CHATHAM COUNTY, GEORGIA

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

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

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

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

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

ATTACHMENT F

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

Name of Bidder: _____

Name of Project: _____

Bid No: _____

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

MBE Total _____

WBE Total _____%

M/WBE Combined _____%

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

Signature _____ Print _____

Phone () _____

Fax () _____

ATTACHMENT G

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

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

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

OR

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

OR

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

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

Signature of Applicant:

Date

Printed Name:

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

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

REFERENCE FORM

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

a. Project Name: _____
Location: _____
Owner: _____
Address: _____
City and State: _____
Contact: _____
Phone & Fax: _____
*Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____

- b. The awarded bid amount and project start date. _____
- c. Final cost of project and completion date.
- d. Number of change orders. _____
- e. Contracted project completion in days. _____
- f. Project completed on time. Yes _____ No _____ Days exceeded _____

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

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

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

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- e. Contracted project completion in days. _____
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- 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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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.
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- e. Contracted project completion in days. _____
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- 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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Address: _____
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Contact: _____
Phone & Fax: _____
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Contact: _____
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- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? _____ If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

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

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

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE / FAX NUMBERS

E-MAIL

LEGAL NOTICE

CC NO. 167307

Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **NOVEMBER 27, 2018** and publicly opened in **Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406**, for:
BID NO : 18-0115-4 BENTON BOULEVARD EXTENSION.

PRE-BID CONFERENCE: Conference will be held at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah , Georgia on NOVEMBER 13, 2018, at 2:00 P.M. You are encouraged to attend.

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

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

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

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

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

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


MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH NEWS/PRESS INSERT: Oct. 29, 2018
Please send affidavit to:
Chatham County Purchasing & Contracting Department
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406
(912) 790-1622