

INVITATION TO BID

BID NO. 20-0074-4

CHARLIE BROOKS PARK EXPANSION – PHASE II

PRE-BID CONFERENCE: 10:00 AM, SEPTEMBER 22, 2020
AUDIO ONLY

BID OPENING: 2:00 PM, OCTOBER 6, 2020

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES J. HOLMES

COMMISSIONER JAMES “JAY” JONES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

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

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: September 1, 2020

BID NO. 20-0074-4

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, OCTOBER 6, 2020,** 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.

Due to the current Pandemic, An **Audio Only Pre-Bid Conference** has been scheduled for **SEPTEMBER 22, 2020, at 10:00 AM., Participants may attend by calling 1-888-585-9008, conference room code 743-636-882,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Firms attending remotely are asked to mute phones when not speaking, in consideration of others. **You are encouraged to call and participate.**

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 Director.
- 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 **360 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 **\$500** for each calendar day in excess of the authorized construction time.

- 2.27 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBEs. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered nonresponsive.

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

- 2.28 **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.

- 2.29 **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.

2.30 **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.

2.31 **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. 20-0074-4

CHARLIE BROOKS PARK EXPANSION – PHASE II

The project is located in unincorporated Chatham County at the existing Charlie Brooks Park near the intersection of Concord Road with Walthour Road. The site of the work is on the western side of the Park property, between the existing sports fields and the waste transfer station. Most if not all of the work will be constructed above a closed landfill facility which will require several special measures to comply with the permit.

The work consists of general site clearing, stripping of grass and topsoil, demolition and removal of existing features, installation of a landfill gas collection system, site filling and grading, construction of storm drainage system, construction of parking and sidewalks, construction of two sports fields with fencing and lighting, installation of a water service line, construction or installation of site hardscape improvements, installation of irrigation system, site electrical work, and sports field lighting.

This shall be a **Line Item Contract**.

COMMENCEMENT AND COMPLETION:

WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN 360 CALENDAR DAYS AFTER THE TEN DAY PERIOD.

CHARLIE BROOKS PARK
 PHASE 2
 JULY, 2020
 BID SCHEDULE

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1.	Mobilization	JOB	LUMP SUM	_____
2.	Construction Exit	2 EA	_____	_____
3.	Silt Fence, Non-sensitive	1200 LF	_____	_____
4.	Temporary Sediment Trap	2 EA	_____	_____
5.	Temporary Grassed Ditch with Excelsior Matting	250 LF	_____	_____
6.	Storm Water Diversion Berm	150 LF	_____	_____
7.	Inlet Sediment Trap	2 EA	_____	_____
8.	Concrete Washout	2 EA	_____	_____
9.	6' Temporary Security Fencing	2500 LF	_____	_____
10.	Remove Existing Fence	1050 LF	_____	_____
11.	Site Clearing, Grubbing and Stripping	JOB	LUMP SUM	_____
12.	Temporary Grassing	20000 SY	_____	_____
13.	Grading	JOB	LUMP SUM	_____
14.	Remove Unsuitable Material as Directed by Owner	3000 CY	_____	_____
15.	Foreign Borrow, as Directed by Owner	43000 CY	_____	_____
16.	LFG Collection Trench	3200 LF	_____	_____

CHARLIE BROOKS PARK
 PHASE 2
 JULY, 2020
 BID SCHEDULE

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
17.	6" Blind Flange	3 EA	_____	_____
18.	LFG Vent	6 EA	_____	_____
19.	Connect to Existing LFG System	2 EA	_____	_____
20.	Landfill Waste Disposal Allowance	JOB	LUMP SUM	\$ 60,000
21.	Asbestos Material Disposal Allowance	JOB	LUMP SUM	\$ 30,000
22.	18" Storm Drain Pipe	110 LF	_____	_____
23.	Drop Inlet	2 EA	_____	_____
24.	18" Pipe Headwall	1 EA	_____	_____
25.	Contech CDS- 2020- 4 – C	1 EA	_____	_____
26.	Contech CDS- 2020 – 5 - C	1 EA	_____	_____
27.	Connect to Existing Drainage Structure	1 EA	_____	_____
28.	Riprap	10 SY	_____	_____
29.	8" Graded Aggregate Base Course Including Fabric	5200 SY	_____	_____
30.	2" Asphaltic Concrete, 9.5 mm Superpave	5200 SY	_____	_____
31.	18" Concrete Curb and Gutter	970 LF	_____	_____
32.	Handicapped Access Ramp	1 EA	_____	_____

CHARLIE BROOKS PARK
 PHASE 2
 JULY, 2020
 BID SCHEDULE

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
33.	4" Concrete Sidewalk	750 SY	_____	_____
34.	Sidewalk Underdrain	1 EA	_____	_____
35.	6" Aggregate Surface Course	100 SY	_____	_____
36.	Realign Recycling Facility Entrance Road	290 SY	_____	_____
37.	Handicapped Parking Sign	6 EA	_____	_____
38.	5" Solid White Thermoplastic Traffic Stripe	5000 LF	_____	_____
39.	5" Solid Blue Thermoplastic Traffic Stripe	1000 LF	_____	_____
40.	Thermoplastic Handicapped Symbol	6 EA	_____	_____
41.	6' High Chain Link Fence (Outside of Sports Field Fence)	1000 LF	_____	_____
42.	6' High Chain Link Security Fence with Arms and Barbed Wire	250 LF	_____	_____
43.	6' High Chain Link Fence 12' Gate with Arms and Barbed Wire	1 EA	_____	_____
44.	Sports Field 5 Fencing, Complete	JOB	LUMP SUM	_____
45.	Sports Field 6 Fencing, Complete	JOB	LUMP SUM	_____
46.	Utility Coordination	JOB	LUMP SUM	_____
47.	NPDES Coordination	JOB	LUMP SUM	_____

CHARLIE BROOKS PARK
 PHASE 2
 JULY, 2020
 BID SCHEDULE

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
48.	1" Water Service Line	250 LF	_____	_____
49.	1" X 3" Dual Contained Water Service Line	750 LF	_____	_____
50.	6" Ductile Iron Pipe Encasement	40 LF	_____	_____
51.	Connect to Existing Water Main with 1" Tapping Saddle and 1" Ball Valve in Box	1 EA	_____	_____
52.	1" RPZ Backflow Preventer with Enclosure	1 EA	_____	_____
53.	1" Water Meter with Enclosure	1 EA	_____	_____
54.	Water Service Vault	1 EA	_____	_____
55.	Reconnect to Existing Building Water Service	1 EA	_____	_____
56.	Irrigation Well, Complete	JOB	LUMP SUM	_____
57.	Relocate Existing Storage Building	JOB	LUMP SUM	_____
58.	Sports Field Dugout, Complete	2 EA	_____	_____
59.	Aluminum Bleachers, Complete	6 EA	_____	_____
60.	Shade Structure for Bleachers	6 EA	_____	_____
61.	Scoreboard	1 EA	_____	_____
62.	Overhead Security Netting, Complete	19000 SF	_____	_____
63.	Soccer Goal	2 EA	_____	_____
64.	Batting Cages, Complete	JOB	LUMP SUM	_____

CHARLIE BROOKS PARK
 PHASE 2
 JULY, 2020
 BID SCHEDULE

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
65.	Dog Exercise Area, Complete	JOB	LUMP SUM	_____
66.	Irrigation System, Complete	JOB	LUMP SUM	_____
67.	Site Electrical	JOB	LUMP SUM	_____
68.	Sports Field Lighting	JOB	LUMP SUM	_____
69.	Permanent Grassing, Sod	34000 SY	_____	_____
70.	Permanent Grassing, Seed	15000 SY	_____	_____
71.	Field Condition Allowance	JOB	LUMP SUM	\$ 150,000
TOTAL, ALL WORK			\$	_____

 NAME/ TITLE

 COMPANY

 ADDRESS

 PHONE/ FAX

 EMAIL

SPECIAL CONDITIONS
CHARLIE BROOKS PARK – PHASE 2

PART 1 – PROJECT DESCRIPTION

The project is located in unincorporated Chatham County at the existing Charlie Brooks Park near the intersection of Concord Road with Walthour Road. The site of the work is on the western side of the Park property, between the existing sports fields and the waste transfer station. Most if not all of the work will be constructed above a closed landfill facility which will require several special measures to comply with the permit.

The work consists of general site clearing, stripping of grass and topsoil, demolition and removal of existing features, installation of a landfill gas collection system, site filling and grading, construction of storm drainage system, construction of parking and sidewalks, construction of two sports fields with fencing and lighting, installation of a water service line, construction or installation of site hardscape improvements, installation of irrigation system, site electrical work, and sports field lighting. Compliance with the requirements of the NPDES Georgia general permit, with the exception of stormwater monitoring, is included. Traffic impacts on public roads will be minimal, but access on the park entrance roads must be maintained. . A soil erosion and sedimentation control plan is provided and must be implemented prior to, and maintained during, construction. The project is subject to periodic inspections by the County for compliance with erosion control and other items.

PART 2 – CONTRACT DOCUMENTS

2.1 Technical Specifications:

01560	Erosion and Sediment Control
02100	Site Preparation
02220	Trenching, Backfilling and Compaction
02600	Asphaltic Concrete Pavement
02650	Pavement Markings
02720	Storm Water System
02744	High Density Polyethylene (HDPE) Pipe
02831	Chain Link Fence and Gates
02930	Grassing
02940	Sodding
03311	Cast – in – place Concrete
03350	Concrete Curb and Gutter
04500	Site Furnishings
04550	Exterior Scoreboards
260500	Basic Electrical Requirements
260519	Wires and Cables
260526	Secondary Grounding
260533	Raceways
260533.01	Boxes
260533.02	Electrical Connections for Equipment

260553	Electrical Identification
260573	Short Circuit/ Coordination Study/ Arc Flash Hazard Analysis
262416	Panelboards
262726	Wiring Devices
262816	Circuit and Motor Disconnects
266500	Electrical Equipment Acceptance Testing
265668	Exterior Athletic Lighting (MUSCO)

Drawings

-	Title Sheet
1	General Construction Notes
2	Existing Topographic Conditions and Demolition Plan
3	Site Layout and Lighting Plan
4	Erosion Control Plan – Initial Phase
5	Landfill Gas Collection Plan
6	Grading Plan
7	Parking Area Grading Plan
8	Erosion Control Plan – Intermediate Phase
9	Utility Plan
10	Erosion Control Plan – Final Phase
11	Erosion Control Narrative
12-19	Miscellaneous Details
IR-1	Irrigation Plan North
IR-2	Irrigation Plan South
IR-3	Irrigation Notes and Details
IR-4 – IR-5	Irrigation Details
E1	Site Plan - Electrical
E2	Schedules, Details and One Line Diagram

PART 3 – PRE-CONSTRUCTION INSPECTIONS

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

Still photographs with a detailed description log may be substituted for the video provided that level of coverage is similar.

PART 4 - STAKING

The County shall engage a surveyor registered by the State of Georgia to provide initial project vertical and horizontal control on the site. These items will be established on the site and the location and data for each will be provided to the contractor. Ongoing control and layout of the project work shall be the sole responsibility of the Contractor. The cost to reestablish initial project controls damaged or lost due to construction activities shall be paid for by the Contractor. The Contractor shall provide access and schedule all work in order to accommodate the survey work by the County's surveyor.

PART 5 – AS-BUILT SURVEY

As-built surveys are required for the permanent record of the project and determination of quantities. The Contractor's surveyor shall provide a final as-built survey of all work completed including earthwork, asphaltic pavement, concrete, storm water structures, landfill gas system, underground piping and all other items installed. The survey shall be provide in State Plane Coordinate System and signed by a registered land surveyor registered in the state of Georgia.

PART 6 – CONSTRUCTION QUALITY ASSURANCE

The County shall engage a third-party construction quality assurance (CQA) and geotechnical engineering firm to monitor and document the penetrations into the existing landfill closure associated with the construction of the light pole foundations, landfill gas collection trenches, irrigation system, removal of the existing fence, and the construction of the new fence. The CQA representative will be required to be present for all work associated with any potential penetration into the landfill closure including the reestablishment of the closure. A report will be prepared at the end of the project to be submitted to the Georgia Department of Natural Resources, Environmental Protection Division. The Contractor will be responsible for coordinating all efforts associated with penetrations into the existing landfill closure with the CQA firm giving at least 48 hours' notice prior to the commencement of the proposed work.

PART 7 – DOCUMENTATION

7.1 Documentation to be provided with requests for payment:

A. In addition to the documentation described elsewhere in the Contract Documents, the Contractor shall submit with each request for payment the following:

1. Copies of material delivery tickets. The Contractor shall be responsible for collecting these documents at the time of delivery. The delivery tickets shall not relieve the Contractor of his responsibility to ensure the materials are in accordance with the contract with the contract documents. Missing or incomplete documentation of delivered materials may be cause for delay/denial of payment.
2. Copies of invoices, manifests and other documents to support any charges against the Landfill Waste Disposal Allowance or the Asbestos Material Disposal Allowance.
2. Copies of soil erosion and sedimentation, including NPDES, reports and forms

completed during the pay period.

3. Prior to submitting a request for payment, the Contractor shall review the extent of work completed with the County's representative for accuracy and completeness.

PART 8 – EROSION AND SEDIMENTATION CONTROL

8.1 The Contractor shall be fully responsible for compliance with the Georgia Water Quality Control Act and implementing the approved sediment and erosion control plan contained in the contract documents.

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

PART 9 – FINES AND LIQUIDATED DAMAGES

9.1 Fine

- A. A \$ 300 per day fee shall be assessed against the Contractor and withheld from the Contract Price for each and every day that the erosion and sedimentation control plan is not in proper operation. This fee shall be in addition to any penalties or assessments made against the Contractor for non-compliance of the Georgia Water Quality Control Act.

9.2 Liquidated Damages

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

PART 10 – ALLOWANCE

10.1 Field Condition Allowance

- A. The Field Condition Allowances shown on the bid sheets shall belong to Chatham County. The purpose of this Allowance is to allow the County to designate actions associated with completion of the project which are not indicated on the plans, but which are dictated by

field conditions. Bidders shall not use this Allowance to assume any Contractor costs known or unknown at the bidding. Chatham County must approve use of the Allowance. All bidders shall include this Field Condition Allowance within their base bid. Any unused allowance shall revert to Chatham County.

PART 11 – SPECIAL REQUIREMENTS OF CONSTRUCTION

1. The County will pay for all testing of earthwork, concrete, asphalt and any other special inspections as required by the contract. The County will also pay for the monitoring and testing of storm water as required by the Georgia General NPDES permit. Testing will be performed by an independent testing lab that is hired by the County. The County will not pay for testing in support of contractor operations/schedule. The contractor will be required to pay for failed tests.
2. The project site may be accessed from Concord Road via the paved access road leading to the park or by use of the gravel road which provides access to the transfer station. A construction exit will be required at the location shown on the plans or as necessary to prevent soil deposition on pavement. The contractor will be responsible for keeping the access road clean of debris and waste, and for repairing damages to the roadway if determined to be the result of improper usage.
3. The Contractor shall comply with all local, state and federal regulations as they pertain to construction activities (erosion control, etc.).
4. All efforts have been made to identify every underground and above ground utility; however, the contractor has the ultimate obligation to proceed with caution when a suspected utility line is present in the excavation. Any lines which are not shown to be abandoned shall be repaired immediately if broken during construction.
5. Work hours shall be limited to 7:00 am to 7:00 pm Monday through Friday and shall exclude weekends and holidays without advance approval from Chatham County.
6. The project is located on an existing and active Chatham County park which includes a recreational sports facility. The facility will remain open for its normal usage at all times during the construction of this project unless a closure is approved and established by Chatham County. The Contractor shall be responsible for managing the plant, the work area, materials storage areas, and all construction activities so that they do not interfere with the use of the remaining parts of the facility and do not endanger the public or County forces.
7. The contractor will not enter upon the existing concrete walks and fields adjacent to the site except as necessary to complete connections and tie-ins, nor should any materials be placed or stored there. Any damages to the existing concrete walks or fields shall be repaired at the expense of the contractor.
8. Watering past the date of substantial completion of the work shall be provided on seeded and sodded areas to achieve full coverage to match existing conditions and as accepted by Chatham County.

9. A detailed construction schedule for the project shall be provided to and approved by Chatham County prior to beginning demolition or construction.
10. The contractor shall be responsible for the continued functioning of the storm drainage system throughout the course of the project.
11. Chatham County will be the owner of the project and will be the primary contact point throughout the project. All correspondence, pay requests, and requests for information shall go first to the County's project manager. All direction to the Contractor will in turn be from the County's project manager or his designee. References in the documents to Engineer, Architect, Landscape Architect or other such persons shall be interpreted to mean the County's project manager.
12. Chatham County reserves the right to reduce the amount or delete in entirety items of the work that have a unit price basis at its discretion and without recourse to the Contractor.
13. The CONTRACTOR shall be responsible for ensuring a safe working environment with the understanding that landfill gas will be present whenever working in close proximity of the landfill. The CONTRACTOR shall take all appropriate precautions and provide appropriate training for work in an environment containing these landfill gases.
 - A. Methane:

Methane is a colorless and odorless, naturally occurring constituent of landfill gas. While methane has no noticeable toxic effects, high concentrations of methane can displace oxygen and serve as a simple asphyxiator; therefore, the CONTRACTOR shall take all precautionary measures necessary to ensure the safety of all personnel. As methane migrates out of the landfill into the ambient air, the possibility of the concentration level dropping below its upper explosive limit (UEL) and above its lower explosive limit (LEL) increases raising the potential for there to be an explosion hazard; therefore, all electrical wiring, internal combustion engine equipment, and other sources of ignition shall be intrinsically safe for use in potentially explosive environments and atmospheres.
 - B. Carbon Dioxide:

Carbon Dioxide is also colorless and odorless and therefore is not readily detectable. Although carbon dioxide is not flammable or explosive, it may pose some very specific asphyxiation hazards. Because it is denser than air, carbon dioxide that has migrated from the landfill and collected in a confined space, such as a force main manhole or vault, may remain in that area long after the confined space has been opened to the air. The CONTRACTOR shall take all necessary precautionary measures when entering any confined spaces in the proximity of the landfill. Only certified personnel with appropriate confined space entry training may enter "confined spaces".
 - C. Hydrogen Sulfide, Ammonia, and Non-Methane Organic Compounds (NMOC's):

Hydrogen Sulfide is a highly flammable, explosive gas, and can cause life-threatening situations if not safely handled. All electrical wiring, equipment, and other sources of ignition shall be intrinsically safe for use in explosive environments. Exposure to Hydrogen Sulfide

gas, Ammonia, and other NMOC's may cause a wide range of health effects and / or irritations. These gases may also displace oxygen within the work site and serve as an asphyxiator.

14. The contractor shall provide a health and safety plan that addresses all unique hazards related to working in close proximity to a solid waste facility. The plan shall be provided to Chatham County for review and acceptance prior to the beginning of construction activities.
15. Due to the solid waste materials that will be encountered potentially containing asbestos containing materials, the contractor shall be responsible for adhering to all state and federal requirements pertaining to the excavation and handling activities that may occur during construction. The contractor shall have personnel trained to recognize asbestos containing materials present on the site during all trenching and excavating operations related to the project.
16. Any equipment that comes into contact with waste during construction activities shall be washed and steam cleaned upon completion of the construction activities that expose waste. Any wash water from this cleaning shall be directed to and stored in a lined containment area located on the site. The water will be collected and transported to a treatment facility.
17. The contractor shall be responsible for securing the site by erecting a 6' high chain link fence around the entire project area prior to beginning construction activities. The fence shall be supported by undisturbed earth; no post penetrations shall occur. Gates sufficient to provide access to the work areas shall be placed in the fence and shall be secured when the site is not active.
18. Contractor shall be responsible for proper disposal of any excavated waste brought to the surface during construction activities. Excavated waste may be recompacted into the landfill so long as it can be covered with a minimum of 24" of clean soil material. Waste which cannot be replaced in the landfill shall be stored in secured on site waste receptacles. The waste shall then be transferred to a permitted solid waste disposal facility.

PART 12 – MEASUREMENT AND PAYMENT

12.1 General

The items listed in the proposal shall be considered as sufficient to complete the work in accordance with the drawings and specifications. Any portion of the work not listed in the Bid Schedule shall be deemed to be a part of the item which it is associated with and shall be included in the cost of the unit shown on the bid form. Payment for the unit shown on the Bid Schedule shall be considered to cover the cost of all labor, material, equipment and performing all operations necessary to complete the work in place. The unit of measurement shall be the unit shown on the Bid Schedule. Payment for unit price items shall be based on the actual quantity multiplied by unit prices. Where work is to be completed at a lump sum price, the lump sum shall include all operations and elements necessary to complete the work. No payment shall be made for materials wasted, unused, rejected or used for the convenience of the contractor.

12.2 Payment

A. Mobilization

Mobilization of forces and equipment and commencement of project at the work site. This will be paid as a lump sum fee, and shall not exceed 5% of the total price bid, as shown on the Bid Proposal.

B. Construction Exit

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

C. Silt Fence

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

D. Temporary Sediment Trap

Measurement shall be on the basis of the actual number of temporary sediment traps installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the sediment trap, maintain it during the construction period, and remove it when construction is complete.

E. Temporary Grassed Ditch with Excelsior Matting

Measurement shall be on the basis of the actual number of linear feet of temporary grassed ditch with Excelsior matting installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to construct the ditch, maintain it during the construction period, and remove it when construction is complete.

F. Storm Water Diversion Berm

Measurement shall be on the basis of the actual number of linear feet of diversion berm constructed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to construct the berm, maintain it during the construction period, and remove it when construction is complete.

G. Inlet Sediment Trap

Measurement shall be on the basis of the actual number of sediment traps installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to install the trap, maintain it during the construction period, and remove it when construction is complete.

H. Concrete Washout

Measurement shall be on the basis of the actual number of concrete washouts installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the washout, maintain it during the construction period, and remove the washout and any accumulated waste concrete when construction is complete.

I. 6' Temporary Security Fencing

Measurement shall be on the basis of the actual number of linear feet of temporary security fencing installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to install the fencing, maintain it during the construction period, and remove it when construction is complete. The temporary fencing shall be installed in a manner to prevent unauthorized access to the construction site while allowing full access for the contractor's forces.

J. Remove Existing Fence

Measurement shall be on the basis of the actual number of linear feet of existing fence of any type removed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to remove the fence and dispose of it off the site of the work.

K. Site Clearing, Grubbing and Stripping

This item covers general clearing of the area as required to prepare the area of the work that is not covered by a separate removal item. This will include removal of vegetation not classified as a tree, grubbing of roots associated with this vegetation, and the removal of existing grass. Payment shall be at the lump sum price in the Bid Proposal and shall include all labor, materials and equipment required to complete the operations and to remove waste materials from the site of the work.

L. Temporary Grassing

Measurement shall be on the basis of the actual number of square yards of disturbed area which are required to receive temporary ground cover as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the seed, establish the ground cover, and maintain it during the construction period until such time as permanent vegetation is to be placed. This shall include watering as required and periodic mowing if necessary.

M. Grading

Payment shall be at the lump sum price in the Bid Proposal and shall include all labor, materials and equipment required. This items requires cut as required to meet finished grades, grading of channels, fields and surfaces, construction staking, bonds, insurance and all other work required to complete the project and which is not covered by a separate pay item. In areas of fill, payment for placing and compacting borrow material shall be under the "Foreign Borrow" item. Grading of the fill areas shall be included in the price bid for "Grading".

N. Remove Unsuitable Material as Directed by Owner

Measurement shall be on the basis of the actual number of cubic yards of unsuitable material removed as directed by the County. The measurement shall be by before and after cross sections or such other method as may be mutually agreeable to the contractor and the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to excavate the material, remove it from the site of the work, and dispose of it in an appropriate manner. Material required to replace the unsuitable material shall be paid for as "Foreign Borrow".

O. Foreign Borrow, as Directed by Owner

Measurement shall be on the basis of the actual number of cubic yards of borrow material required to meet grades as shown on the plan, to replace unsuitable material, or to backfill trenches when material removed for the trench cannot be used. The measurement shall be by before and after cross sections or such other method as may be mutually agreeable to the Contractor and the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to obtain the material, transport it to the site, and place and compact the material.

P. LFG Collection Trench

Measurement shall be on the basis of the actual number of landfill gas collection trench installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to excavate the trench, place pipe and other materials in the trench, and backfill the remainder of the trench. Disposal of landfill or asbestos materials shall be paid from the Landfill Waste Disposal Allowance or the Asbestos Materials Disposal Allowance.

Q. 6"Blind Flange

Measurement shall be on the basis of the actual number of blind flanges installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to install the flanges.

R. LFG Vent

Measurement shall be on the basis of the actual number of landfill gas vents installed as shown on

the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the vents.

S. Connect to Existing LFG System

Measurement shall be on the basis of the actual number of connections of new landfill gas collection trenches to existing landfill gas collection systems as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to make the connection and ensure that it works correctly.

T. Landfill Waste Disposal Allowance

The project is to be constructed on top of a closed landfill. There are many proposed penetrations of the landfill cap for trenches, pipes, posts, lighting standards and other items. The contractor shall, to the extent possible, replace any waste material removed during these operations within the limits of landfill and cap. When landfill waste cannot be replaced, it must be removed from the site and disposed of as defined in the documents. Costs associated with this disposal shall be reimbursed under this item. The request for reimbursement shall include all invoices, weigh tickets, manifests and other items to support the value requested. This item only covers verifiable disposal costs, which can include trucking costs in excess of those that would be associated with removal of regular materials. The allowance value is listed in the Bid Proposal. If actual costs are less than the allowance, the balance will revert to the County. If additional funds are needed the item will be increased by Change Order.

U. Asbestos Material Disposal Allowance

The project is to be constructed on top of a closed landfill. There are many proposed penetrations of the landfill cap for trenches, pipes, posts, lighting standards, and other items. There is a possibility that some of the waste that will be removed from the landfill may contain asbestos materials which must be removed for the site and disposed of properly. Costs associated with the determination as to whether materials contain asbestos and with the offsite disposal of those where presence is verified shall be reimbursed under this item. The request for reimbursement shall include all invoices, weigh tickets, manifests, and other items to support the value requested. This item only covers verifiable testing and disposal costs, which can include trucking costs in excess of those that would be associated with removal of regular materials. The allowance value is listed in the Bid Proposal. If actual costs are less, the balance will revert to the County. If additional funds are needed the item will be increased by Change Order.

V. Storm Drain Pipe

Measurement shall be on the basis of the actual number of linear feet of each size of storm drain installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal for each size of pipe and shall include all labor, materials and equipment required to excavate the trench, install the pipe, and backfill the trench with excavated material. Cost of bedding to be included in price bid for pipe.

W. Storm Drainage Structures

This item applies to drop inlets, headwalls, and water quality structures (Contech). Measurement shall be on the basis of the actual number of each type structure installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal for each type structure and shall include all labor, materials and equipment required to install the structure.

X. Connect to Existing Drainage Structure

Measurement shall be on the basis of the actual number of connections of new storm drain pipes to existing drainage structures as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to make the connection.

Y. Riprap

Measurement shall be on the basis of the actual number of square yards of riprap installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to excavate the area to receive riprap to the necessary depth, place the filter fabric, and place the riprap stone to be flush with the surrounding finished ground.

Z. Graded Aggregate Base Course

Measurement shall be on the basis of the actual number of square yards of base course installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required install the filter fabric underlay, to place and compact the base course to the final thickness, and to apply the bituminous prime to the surface.

AA. Asphaltic Concrete

Measurement shall be on the basis of the actual number of square yards of each type and thickness of asphaltic concrete as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal for each type and thickness and shall include all labor, materials and equipment required to place and compact the asphaltic concrete.

BB. Concrete Sidewalk

Measurement shall be on the basis of the actual number of square yards of concrete sidewalk installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to place and finish the sidewalk.

CC. Sidewalk Underdrain

Measurement shall be on the basis of the actual number of sidewalk underdrains installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the concrete frame and metal cover.

DD. Aggregate Surface Course

Measurement shall be on the basis of the actual number of square yards of aggregate surface course installed as shown on the plans or as directed by the County. Payment shall be on the basis of the unit price in the Bid Proposal and shall include all labor, materials and equipment required to prepare the ground surface, install the filter fabric underlay, place the aggregate, and compact as necessary.

EE. Realign Recycling Facility Entrance Road

Measurement shall be on the basis of the actual number of square yards of entrance road installed as shown on the plans or as directed by the County. Payment shall be on the basis of the unit price in the Bid Proposal and shall include all labor, materials and equipment required to prepare the ground surface, install the filter fabric underlay, place the aggregate, and compact as necessary.

FF. 18" Curb and Gutter

Measurement shall be on the basis of the actual number of linear feet of curb and gutter installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, material, and equipment required to install the curb and gutter.

GG. Handicapped Access Ramp

Measurement shall be on the basis of the actual number of handicapped access ramps installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to construct the ramp.

HH. Handicapped Parking Sign

Measurement shall be on the basis of the actual number of handicapped parking signs installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the sign.

II. Thermoplastic Traffic Stripe

Measurement shall be on the basis of the actual number of linear feet of each size and color installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal for each size and color and shall include all labor, materials and equipment required to install the striping.

JJ. Thermoplastic Handicapped Symbol

Measurement shall be on the basis of the actual number of handicapped symbols installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to complete the striping.

KK. Chain Link Fence (Outside of Sports Field Fence)

Measurement shall be on the basis of the actual number of linear feet of chain link fence of each height installed outside of the sports field fencing area as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor materials and equipment required to install the fencing.

LL. 6' High Chain Link Security Fence with Arms and Barbed Wire

Measurement shall be on the basis of the actual number of linear feet of fence installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to install the fence.

MM. 6' High Chain Link Fence 12' Gate with Arms and Barbed Wire

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to install the gate.

NN. Sports Field Fencing

Sports field fencing shall be all fencing associated with each particular field of all sizes and types as shown on the project plans. This includes fence around the fields, gates, backstops, etc. Payment shall be at the lump sum price in the Bid Proposal and shall include all labor, materials and equipment required to fully install the fencing.

OO. Utility Coordination

Payment shall be at the lump sum price in the Bid Proposal and shall include all labor, materials and equipment required to coordinate with non-County utility companies during the course of the work, including coordination of the supply of power.

PP. NPDES Compliance

Payment shall be at the lump sum price in the Bid Proposal and shall include all measures required to comply with the requirements of the Georgia General Permit for construction, including record keeping and inspections, with the exception of storm water monitoring, testing and reporting. This will be done by an outside entity working directly for the County.

QQ. 1' Water Service Line

Measurement shall be on the basis of the actual number of linear feet of 1" water service line installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the pipe.

RR. 1" X 3" Dual Contained Water Service Line

Measurement shall be on the basis of the actual number of linear feet of dual contained water service piping installed as shown on the plans or as directed by the County. Both carrier and containment pipe shall be included in this item. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the line.

SS. 6" Ductile Iron Pipe Encasement

This item will be used to encase the water service line at points where it passes under another pipe or structure. Measurement shall be on the basis of the actual number of linear feet of ductile iron pipe installed where shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the encasement pipe.

TT. 1" RPZ Backflow Preventer with Enclosure

Measurement shall be on the basis of the actual number of reduced pressure backflow preventers installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials, and equipment required to install the backflow preventer and make it operational.

UU. 1" Water Meter with Enclosure

Measurement shall be on the basis of the actual number of water meters installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to obtain the meter from the City of Savannah and install it at the site. This includes any direct meter fees, but not any applicable tapping or other fees, which will be paid directly by the County.

VV. Connect to Existing Water System with 1” Tapping Saddle and 1” Ball Valve in Box

Measurement shall be on the basis of the actual number of connections of new water service piping to existing water main as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to make the connection.

WW. Water Service Vault

Measurement shall be on the basis of the actual number of water service vaults installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the vault and any other items shown to be located inside the vault which are not listed separately.

XX. Reconnect to Existing Building Water Service

Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to connect the new water service line to the existing water service line.

YY. Irrigation Well

Payment shall be at the lump sum price in the Bid Proposal and shall include all labor, materials and equipment required to install the well. This shall include, but may not be limited to, obtaining any needed permit and drilling the well, installing all piping and controls, installing the enclosure, testing, installing controls and connecting to the new irrigation system.

ZZ. Relocate Existing Storage Building

Payment shall be at the lump sum price in the Bid Proposal and shall include all labor, materials and equipment required to move the existing storage building from its current location to the new location shown on the plans and to reinstall it in the same manner as it now is. This includes any slabs, ground preparation or anchors.

AAA. Sports Field Dugout

Measurement shall be on the basis of the actual number of dugouts constructed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to construct the dugout per the details in the plans.

BBB. Aluminum Bleachers

Measurement shall be on the basis of the actual number of aluminum bleacher set-ups completed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the bleachers.

CCC. Shade Structure for Bleachers

Measurement shall be on the basis of the actual number of shades structures installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the shade structure per the details in the plans.

DDD. Scoreboard

Measurement shall be on the basis of the actual number of scoreboards installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install the scoreboard and make it operational.

EEE. Overhead Security Netting

Measurement shall be on the basis of the actual number of square feet of overhead security netting installed as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install and secure the netting.

FFF. Soccer Goal

Measurement shall be on the basis of the actual number of soccer goals obtained and installed as shown on the plans or directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to install and anchor the goal

GGG. Batting Cages, Complete

Payment shall be at the lump sum price in the Bid Proposal and shall include all labor, materials and equipment required to construct the batting cage facility per the details in the project plans.

HHH. Dog Exercise Area

Payment shall be at the lump sum price in the Bid Proposal and shall include all labor, materials and equipment required to construct the dog exercise area per the details in the project plans, including fencing and gates.

III. Site Electrical

Payment shall be at the lump sum price in the Bid Proposal and shall include all labor, materials and equipment required to complete all needed electrical work on the project except for items

associated with the sports lighting. This will include connecting to the utility provided power source and running power to all proposed facilities such as wells, pumps, buildings, scoreboard lighting and the irrigation system.

JJJ. Sports Field Lighting

Sports field lighting shall be furnished and installed by MUSCO, with assistance from the contractor as needed. Payment shall be at the lump sum price in the bid proposal and shall include all MUSCO costs along with all other labor, materials and equipment required to install the lighting, test it, and make it fully operational.

KKK. Irrigation System

Payment shall be at the lump sum price in the Bid Proposal and shall include all labor, materials and equipment required to install an irrigation system meeting the requirements shown on the plans. This will include connecting to the water source, installing the system controller and connecting it to power, and installing all piping, control valves, control wiring and sprinkler heads. The design layout must be approved by the County prior to implementation. The installer shall provide detailed as-builts showing the location of all piping, valves and wires, and the zones. The installer shall provide training to the County staff regarding the operation of the system.

LLL. Permanent Grassing, Seed

Measurement shall be on the basis of the actual number of square yards of disturbed area to be grassed by seeding as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to prepare the soil, plant the seed, water and maintain until acceptance, and provide support during the warranty period. Watering as required to establish the permanent grassing is to be included in the price.

MMM. Permanent Grassing, Sod

Measurement shall be on the basis of the actual number of square yards of disturbed area to be grassed by sodding as shown on the plans or as directed by the County. Payment shall be at the unit price in the Bid Proposal and shall include all labor, materials and equipment required to prepare the soil, place the sod, water and maintain until acceptance, and provide support during the warranty period. Watering as required to establish the permanent sod grassing is to be included in the price.

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 Charlie Brooks Park Expansion – Phase II (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 **Charlie Brooks Park Expansion – Phase II** hereby consent, covenant and agree as follows:

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

Signature

Date

**ATTACHMENT C
DISCLOSURE OF RESPONSIBILITY STATEMENT**

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

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

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

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

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

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

6. List any contracts not completed on time.

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

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

I, _____, as _____

Name of individual

Title & Authority

of _____, declare under oath that

Company Name _____

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

Signature

State of _____

County of _____

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

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

DPC Form #45

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

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 _____, 202__.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

CHATHAM COUNTY, GEORGIA

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

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

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

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

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

ATTACHMENT F

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

Name of Bidder: _____

Name of Project: _____

Bid No: _____

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

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:

* Alien Registration number for non-citizens.

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

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.

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.

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.

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.

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.

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

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

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

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

LEGAL NOTICE
CC NO. 167998
Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **OCTOBER 6, 2020** 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 : 20-0074-4 CHARLIE BROOKS PARK EXPANSION – PHASE II.

PRE-BID CONFERENCE: Due to the current Pandemic, the Pre-Bid Conference will be **Audio Only**. Contact number for the conference is listed in the Request For Proposal. **The Audio Only Conference will be held on SEPTEMBER 22, 2020, at 10:00 A.M.** You are encouraged to call and participate.

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

Plans and Technical Specifications must be purchased at Clayton Digital Reprographics by logging into www.cdrepro.com. Login to DFS. New users must register. For technical support contact CDR at (912) 447-5445, fax (912) 233-7020 or email: cdwest@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: Sept. 7, 2020
Please send affidavit to:
Chatham County Purchasing & Contracting Department
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406
(912) 790-1622