

INVITATION TO BID

BID NO. 13-0024-4

**KINGS FERRY PARK IRRIGATION AND LANDSCAPING
IMPROVEMENTS**

PRE-BID CONFERENCE: 2:00PM, APRIL 3, 2013

BID OPENING: 2:00PM, APRIL 17, 2013

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER JAMES J. HOLMES

COMMISSIONER LORI L. BRADY

COMMISSIONER TONY CENTER

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER PRISCILLA D. THOMAS

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-Not required for this project unless bid exceeds \$100,000.

PROPOSAL

PLANS/DRAWINGS – Plans and specifications must be purchased at Clayton Digital Reprographics by logging into www.cdrepro.com. Login to DFS. New users must register. For technical support contact CDR at (912) 352-3880, fax (912) 352-3881 or email: cdrsouth@cdrepro.com.

BID SCHEDULE

PERFORMANCE BOND–Not required for this project unless bid exceeds \$100,000.

PAYMENT BOND – Not required for this project unless bid exceeds \$100,000.

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, H. CHATHAM APPRENTICE PROGRAM DOCUMENTATION

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 AGENT
1117 EISENHOWER DRIVE - SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1622

Date: March 12, 2013

BID NO. 13-0024-4

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 Agent, at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM local time, April 17, 2013,** at which time they will be opened and publicly read. **The County reserves the right to reject all bids that are non-responsive or not responsible.**

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

A **Pre-bid Conference** has been scheduled to be conducted at the **Chatham County Citizens Service Center, 1117 Eisenhower Drive, Savannah, Georgia, on April 3, 2013, at 2:00PM,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **Your are encouraged to attend.**

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent 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 Agent 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 Agent, 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 Agent in the following manner:

- a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.
 - b. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
 - c. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.
- 1.5 **Failure to Bid:** If a bid is not submitted, the business should return this invitation to bid document, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **Bid Tabulation:** Tabulations for all bids will be posted for thirty (30) days after the bid opening in the Office of Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 or can be reviewed on the Purchasing web site 24/48 hours after opening at <http://purchasing.chathamcounty.org>.
- 1.9 **Bidder:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.10 **Responsible / Responsive Bidder:** *Responsible Bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive Bidder* means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

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

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

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

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

Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date.

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

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

1.17 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of Residential and General Contractors by 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 performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

Systematic Alien Verification for Entitlements (SAVE) Program: O.C.G.A. 50-36-1, required Georgia'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.

- 1.19 **Chatham Apprentice Program Hiring:** Chatham County has established a Chatham Apprentice Program (CAP) to train area residents in the building trades. Successful Contractor shall be required to make a good faith effort to utilize labor from the CAP Program on this project when feasible. A Good Faith Effort will be demonstrated by documentation of inquiry into CAP labor available and resulting hiring of CAP labor or providing reasons for Contractor not utilizing any CAP labor. Form demonstrating Good Faith Effort is enclosed in this bid package. Contractor shall complete the form and return with their first pay request. All questions regarding CAP student hiring should be directed to Daniel Dodd-Ramirez at (912) 232-6747.

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 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

Ms. Arneja Riley, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7860 phone, (912) 652-7849 fax, or email alriley@chathamcounty.org.

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

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

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

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

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

or closed for up three (3) years following completion.

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

a. Project Name: _____

Location: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone & Fax: _____

*Architect or Engineer: _____

Contact: _____

Phone & Fax: _____

b. The awarded bid amount and project start date.

Final cost of project and completion date.

Number of change orders.

Contracted project completion in days.

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

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

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

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

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

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

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

ADDITIONAL CONDITIONS

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

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

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

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

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

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

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

made in writing and identified by the COUNTY as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final application for payment.

3.3 SURETY REQUIREMENTS and Bonds: (check where applicable)

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

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.

CHATHAM COUNTY, GEORGIA
SURETY REQUIREMENTS

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

A Performance Bond for one hundred percent (100%) of the bid **shall not** be required of the successful bidder.

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

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

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

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

PROPOSAL

SPECIFICATIONS FOR:

BID NO. 13-0024-4

KINGS FERRY PARK IRRIGATION AND LANDSCAPING IMPROVEMENTS

The project is located at Kings' Ferry Boat Ramp at the Ogeechee River on U.S. highway 17 in Chatham County, Georgia.

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

The Scope of Work for this project will consist of the design and installation of an irrigation system, landscape implementation, timber headwall(s) adjacent to existing sidewalk, grassing including seeding and sod. The irrigation system includes jetting proposed water lines under existing pavement, connection to an existing well, installation of an RPZ backflow preventer. The contractor will need to prepare an irrigation plan for review and approval by the landscape architect. Areas to be irrigated are shown schematically on the landscape plan. The contractor shall determine if the irrigation system can be operated off of the existing well or install a new shallow well for irrigation use only.

COMMENCEMENT AND COMPLETION:

WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN 30 CALENDAR DAYS AFTER THE TEN DAY PERIOD.

**KINGS FERRY PARK IRRIGATION AND LANDSCAPING
IMPROVEMENTS**

BID SHEET

SECTION I – MISCELLANEOUS SITE

Item No.	Description	Quantity	Units	Unit Price	Cost
1	Mobilization, bond, insurance, and other incidentals	1	L.S.		
2	Rope Fence with Wooden Pylons	630	L.F.		
3	Irrigation System - including RPZ BFP and Jetting	1	L.S.		
4	Post Type Hydrant w/2" wtr main from well	1	EA.		
5	Wooden Headwall	1	L.S.		
6	Bark Mulch	4,600	S.F.		
MISCELLANEOUS SITE SUBTOTAL:					

SECTION II - TREES, SHRUBS, PERRENIALS, GROUNDCOVER

Item No.	Description	Quantity	Units	Unit Price	Cost
1	Grass Seeding	12,000	S.Y.		
2	Live Oak	7	EA.		
3	Red Maple	9	EA.		
4	River Birch	6	EA.		
5	Bald Cypress	18	EA.		
6	Cabbage Palm	14	EA.		
7	Wax Myrtle	3	EA.		
8	Virginia Sweetspire	24	EA.		
9	Fetterbush	15	EA.		
10	Inkberry	105	EA.		
11	Vintage Jade Distylium	44	EA.		
12	Pink Muehly Grass	228	EA.		
13	Blue Pacific Juniper	717	EA.		
14	Bermuda grass sod	2,700	S.F.		
TREES, SHRUBS, PERRENIALS, GROUNDCOVER SUBTOTAL:					

TREES, SHRUBS, PERRENIALS, GROUNDCOVER SUBTOTAL:

MISCELLANEOUS SITE SUBTOTAL

TREES, SHRUBS, PERRENIALS, GROUNDCOVER SUBTOTAL

TOTAL

NAME / TITLE

COMPANY

ADDRESS

PHONE / FAX NO'S

E-MAIL

LIST OF SUBCONTRACTORS

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

<i>NAME AND ADDRESS</i>	<i>TYPE OF WORK</i>

SIGNED: _____ CONTRACTOR

Items of work to be performed in conformance with the provided specifications and details are:

Section I – Miscellaneous Site

Item No. 1, Mobilization, bond, insurance, and other incidentals: This item shall include the cost of mobilization, bonding, insurance, testing, inspections or any other incidentals the contractor may incur.

Item No. 2, Rope Fence with Wooden Pylons: This item shall consist of installing a nylon rope fence with wooden pylons in accordance with the plans.

Item No. 3, Irrigation System – including RPZ BFP and Jetting: This item consist of the design, material, labor, and installation of an irrigation system. The system shall be designed to provide irrigation to new plantings and areas schematically shown on the landscape plan. This item shall also include the jetting of proposed water lines under the existing pavement, connection to the existing well, and the installation of an RPZ backflow preventer. The contractor shall determine if the irrigation system can be operated of the existing well or if the installation of a new shallow well for irrigation use only is required. If a new shallow well is required it shall be included in this item. The contractor shall prepare an irrigation plan for review and approval by the Landscape Architect .

Item No. 4, Post Type Hydrant w/ 2” Water Main from Well: This item shall consist of installing a non-freeze post type hydrant adjacent to the existing pavilion and a 2” Polyethylene water line from the existing well to the new post hydrant. This item also includes installing the proposed water under the existing pavement.

Item No. 5, Wooden Headwall: This item consists of installing 2 wooden headwalls on the existing HDPE pipe under the sidewalk leading to the bath house. Wooden headwalls shall be constructed per the detail on the plans.

Item No. 6 Bark Mulch: This item consists of installing 4,600 square foot of Bark, Wood, or Pine Straw mulch; Depth = 4-inches.

Section II – Trees, Shrubs, Perennials, Groundcover

Item No. 1, Grass Seeding: This item shall consist of sowing 12,000 SY of permanent vegetative cover to stabilize all areas shown on the plan and specifications. The species of grass shall be as noted on the plan.

Item No. 2, Live Oak: This item shall include material and the installation of (7) seven Live Oak trees; 10-12’ high, 2-1/2” caliper. Trees shall be installed in the locations shown on the plan and as per the specifications, notes, and details.

Item No. 3, Red Maple: This item shall include material and the installation of (9) nine Red Maple trees; 10-12’ high, 2-1/2” caliper. Trees shall be installed in the locations shown on the plan and as per the specifications, notes, and details.

Item No. 4, River Birch: This item shall include material and the installation of (6) six River Birch trees; 10-12' high, 2-1/2" caliper. Trees shall be installed in the locations shown on the plan and as per the specifications, notes, and details.

Item No. 5, Bald Cypress: This item shall include material and the installation of (18) eighteen Bald Cypress trees; 10-12' high, 2-1/2" caliper. Trees shall be installed in the locations shown on the plan and as per the specifications, notes, and details.

Item No. 6, Cabbage Palm: This item shall include material and the installation of (14) fourteen Cabbage Palm trees; 8' Clear Trunk. Trees shall be installed in the locations shown on the plan and as per the specifications, notes, and details.

Item No. 7, Wax Myrtle: This item shall include material and the installation of (3) three Wax Myrtle; 3 Gallon. Trees shall be installed in the locations shown on the plan and as per the specifications, notes, and details.

Item No. 8, Virginia Sweetspire: This item shall include material and the installation of (24) twenty four Virginia Sweetspire; 3 Gallon. Shrubs shall be installed in the locations shown on the plan and as per the specifications, notes, and details.

Item No. 9, Fetterbush: This item shall include material and the installation of (15) fifteen Fetterbush; 3 Gallon. Shrubs shall be installed in the locations shown on the plan and as per the specifications, notes, and details.

Item No. 10, Inkberry: This item shall include material and the installation of (105) one hundred five Inkberry; 3 Gallon. Shrubs shall be installed in the locations shown on the plan and as per the specifications, notes, and details.

Item No. 11, Vintage Jade Distylium: This item shall include material and the installation of (44) forty four Vintage Jade Distylium; 3 Gallon. Shrubs shall be installed in the locations shown on the plan and as per the specifications, notes, and details.

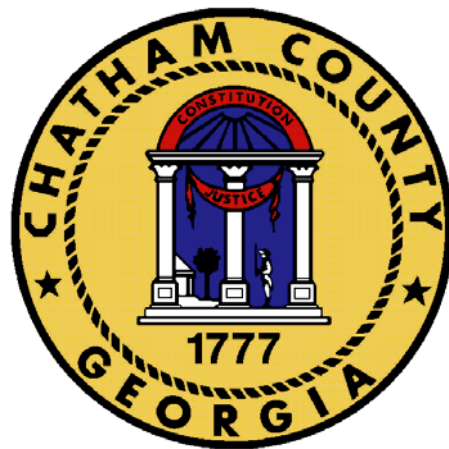
Item No. 12, Pink Muehly Grass: This item shall include material and the installation of (228) two hundred twenty eight Pink Muehly Grass; 1 Gallon. Grasses shall be installed in the locations shown on the plan and as per the specifications, notes, and details.

Item No. 13, Blue Pacific Juniper: This item shall include material and the installation of (717) seven hundred seventeen Blue Pacific Juniper; 1 Gallon. Ground cover shall be installed in the locations and spacing shown on the plan and as per the specifications, notes, and details.

Item No. 14, Bermuda Grass Sod: This item shall include material and the installation of 2,700 square feet of Bermuda Grass Sod. Sod shall be installed in the locations shown on the plan and as per the specifications, notes, and details.

**STANDARDS AND SPECIFICATIONS LANDSCAPE
IMPROVEMENTS TO KINGS FERRY PARK**

PREPARED FOR: CHATHAM COUNTY ENGINEERING DEPARTMENT



PREPARED BY: KERN-COLEMAN, CO. LLC.



February 15, 2013

**SECTION
PLANT MAINTENANCE
PART 1 GENERAL**

1.1 SECTION INCLUDES

A. Landscape maintenance and replacement. B.
Guarantees.

1.2 GRASS MAINTENANCE

A. General: Maintain surfaces until Work is accepted, but in any event for a period of not less than 60 days after planting. Supply additional topsoil where necessary, including areas affected by erosion or settlement.

B. Watering: Water to ensure uniform seed germination and to keep surface of soil damp. Apply water slowly so soil will not puddle and crust. Unless indicated otherwise, OWNER will pay for cost of water supplied.

C. Fertilizing: Fertilize during seeding and 2 weeks after seeding and sodding.

D. Mowing: Cut grass first time when it reaches a height of 2-1/2 inches and maintain to minimum height of 2 inches. Do not cut more than 1/3 of blade at any one mowing. Remove clippings. After first mowing, water to moisten soil from 3 inches to 5 inches deep. Allow a minimum of 5 days between mowings.

E. Grading: Roll when required to remove minor depressions or irregularities.

F. Control Growth of Weed: When using herbicides, apply in accordance with manufacturer's recommendations. Remedy damage from improper use.

G. Protection: Protect planted areas with warning signs during maintenance period. Erect when necessary, temporary fences, or barriers, to control pedestrians.

1.3 TREES, PLANTS, AND GROUND COVER MAINTENANCE

A. General: Care for planted areas. Maintain, water, weed, repair, and protect until Work is accepted, but in any event for a period of not less than 60 days after planting. Supply additional topsoil where necessary, including areas affected by erosion or settlement.

B. Watering: After planting, keep ground continuously moist until healthy growth is established. Thereafter, thoroughly water once a day until Work is accepted. Prevent erosion.

C. Weeding: Uproot and remove weeds completely. Do not allow growth and germination of weed seeds. Fill in large holes caused by weeding with topsoil and rake smooth.

D. Protection: Protect planted areas against traffic by erecting barricades and warning signs. Replant damaged planted areas.

E. Maintain wrappings, guys, turnbuckles, and stakes. Adjust turnbuckles to

keep wires tight. Repair or replace accessories when required.

1.4 REPLACEMENTS

A. When any portion of surface becomes gullied or otherwise damaged and planting has failed to grow, repair and replant.

B. At conclusion of maintenance period, replant areas showing root growth Failure, bare or thin spots, and eroded or settled areas with materials of like kind and size as specified for original planting.

C. Throughout the maintenance period, replace any unsatisfactory or dead plants within 10 days of written notice.

1.5 ACCEPTANCE

A. Seeded areas will be accepted at end of maintenance period when seeded areas are established and have been mowed at least 3 times.

B. All other areas will be accepted not less than 60 days after planting and successful growth.

1.6 GUARANTEE

A. Guarantee covers plant material establishment 1 year from date of acceptance.

B. Replace plant materials found dead or not in a healthy growing conditions with plant materials of same size and species with a new guarantee commencing on date of replacement.

C. At end of guarantee period if landscaped surfaces have settled causing poor drainage conditions, correct grade deficiencies. Make corrections after receiving approval of corrective methods and schedules.

D. Perform corrective work at no additional cost to OWNER.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

**SECTION
TREE ROOT CUTTING
PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Cutting and removing tree roots.
- B. Protecting surface improvements from future tree root growth.

1.2 REFERENCES

- A. International Society of Arboriculture. (ISA).

1.3 PROJECT CONDITIONS

- A. Provide written watering instructions to neighbors in property abutting the tree root cuts to advise them of the tree's watering requirements.

1.4 QUALITY ASSURANCE

- A. Provide an ISA certified arborist to observe tree root cutting. Upon ENGINEER or LANDSCAPE ARCHITECT's request, provide a copy of the arborist's ISA certificate and registration number on file with the State Division of Commercial Code.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 AVOIDING ROOT CUTS

- A. When placing or replacing concrete sidewalk;
 - 1. Adjust alignment to curve around, over or away from tree trunks. Do not proceed in this work until alignment has been reviewed by ENGINEER or LANDSCAPE ARCHITECT.
 - 2. Adjust thickness and concrete contraction score marks. B.
- B. When replacing concrete curb and gutter.
 - 1. Adjust thickness and concrete contraction score marks over tree roots.
 - 2. Do not vary gutter invert from straight grade.

3.2 CUTTING TREE ROOTS

- A. Never cut buttress roots [i.e. roots at the broadened base of the tree trunk] without written authorization of arborist. Avoid injury to trunk.
- B. Keep root cutting at least 4 feet away from tree trunk. Limit cutting to one side of tree unless authorized otherwise in writing by arborist.
- C. Cut roots clean and straight (no ragged or torn edges). Use an axe, saw,

or appropriate equipment that properly cuts roots. Do not make partial root cuts.

D. Do not injure roots to remain.

E. Cut roots back to root laterals.

3.3 **BACKFILLING**

A. Backfill all cut and exposed roots the same day of root cutting, or cover with wood chips, mulch and water until backfilling is accomplished.

B. Place soil below root cut.

C. To prevent vertical root growth, place an impermeable membrane over root cuts. Bend membrane edges to plane below cut root. Place backfill materials adjacent to and above impermeable membrane.

3.4 **PROTECTION**

A. After cutting roots of tree.

1. Immediately water tree after backfilling.

2. Apply a minimum of 1 inch of water over the entire area under the tree canopy and well beyond over a period of 4 hours.

3. Restrict water runoff.

END OF SECTION

**SECTION
PRUNING TREES
PART 1 GENERAL**

1.1 SECTION INCLUDES

A. Pruning branches of existing trees.

1.2 REFERENCES

A. ANSI A 300: Tree Care Operation- Tree, Shrub, and Other Woody Plants.

B. ANSI Z 133.1: Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush- Safety Requirements.

C. International Society of Arboriculture. (ISA) - Current Standards for Pruning.

1.3 SUBMITTALS

A. Tree protection plan that identifies trees to be pruned and reasons for pruning.

B. Upon ENGINEER or LANDSCAPE ARCHITECT's request, submit a copy of the arborist's certificate from ISA and registration number on file with the State Division of Commercial Code.

1.4 QUALITY ASSURANCE

A. Provide an ISA certified arborist to observe tree pruning. Upon ENGINEER or LANDSCAPE ARCHITECT's request, provide a copy of the arborist's ISA certificate and registration number on file with the State Division of Commercial Code.

PART 2 PRODUCTS

2.1 PRUNING PAINT

A. Formulated for horticultural application to cut or damaged plant tissue.

2.2 DISINFECTANT

A. Chlorine based.

PART 3 EXECUTION

3.1 PREPARATION

A. Pruning work in any publicly owned right of way requires CONTRACTOR notifying the adjacent property owner and giving them a brief description of why and how the work will be done. Notification needs to be given at least 2 week before any work is done so the property owner has a chance to respond if they choose to do so. The arborist selected to provide pruning service shall provide the notices. A written record of delivery dates of notices by address is required of the arborist.

B. Pruning trees on private property require tree owner approval. ENGINEER or LANDSCAPE ARCHITECT and CONTRACTOR shall jointly contact the owners for approval prior to performing any work.

3.2 TREE PRUNING

A. Adhere to safety requirements, ANSI A133.1

B. Conform to ANSI A300 and the **Basic Principles of Pruning Woody Plants** G.L. Wade and Robert R. Westerfield, Georgia Extension Horticulturists when pruning.

C. Conform to OSHA 1910.269 if there are power or communication lines within the area occupied by the tree's branches or adjacent to the tree.

D. Remove tree branches extending over the roadway to provide a clear height of

1. 16 feet over the travel lane.*

2. 14 feet over the Driveway.

3. 12 feet over finished grade.

4. 6 feet over street light.

5. 12 feet over signal light.

* The travel lane means the lane vehicles typically use for travel which is different than the parking lane which is the lane adjacent to the street along the curb normally used for parking.

E. The contracted arborist may need to reduce the above referenced clearances based on tree size, species, or location.

F. Remove dead, diseased, damaged, broken, hanging, obstructing, crossing or weak branches.

G. Prune trees to make them shapely, symmetrical, and typical of the natural form of the species being pruned. Thin no more than 25 percent of the live canopy. Do not remove branches that would deform the appearance of the tree.

H. Cut deadwood back to existing callous growth. **Do not remove callous growth.**

I. Reduce length of limbs as ordered by ENGINEER or LANDSCAPE ARCHITECT.

J. Do not remove any live branch larger than 6 inches in diameter unless authorized by ENGINEER or LANDSCAPE ARCHITECT.

K. Pre-cut branches to reduce weight of final cut. Select final cuts by the location of the branch bark ridge and branch collar.

L. No intermodal final cuts permitted unless authorized by ENGINEER or LANDSCAPE ARCHITECT.

M. The use of climbing spurs (gaffs) are prohibited.

N. Disinfect pruning equipment that comes in contact with diseased plant material. Remove disinfectant from equipment prior to proceeding with work.

O. Use the "Natural Target" or "Drop Crotch" pruning method when removing limbs.

P. Do not top, pollard, stub or dehorn any tree.

Q. Make all pruning cuts sufficiently close to the trunk or parent limbs without cutting into or removing the "branch collar" or the "branch bark ridge".

- 3.3 **BRANCH DISPOSAL**
A. Remove branches from site.
B. Remove all wood chips.

END OF SECTION

SECTION

UNDERGROUND IRRIGATION SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Underground Irrigation System complete with heads, valves, controls, and accessories.

1.2 REFERENCES

A. NFPA 70: National Electric Code.

1.3 DEFINITIONS

A. Lateral Pipe: That system of pipes downstream of a pressure valve. Lateral pipe feeds water to sprinklers and emitters.

B. Irrigation System: The arrangement of valves, controls, heads and accessories including lateral and mainline pipe systems.

C. Mainline Pipe: That system of pipes upstream of a pressure pipe valve.

1.4 PERFORMANCE REQUIREMENTS

A. Design Pressure: As indicated from connection to supply system to last head in circuit.

B. Location of Heads: Design location is approximate. Make adjustments as necessary to avoid plantings and other obstructions.

C. Water Coverage: Turf and other planting areas, 100 percent. Modify layout to obtain coverage and rate of application and to suit manufacturer's standard heads. Do not decrease number of heads indicated unless acceptable to ENGINEER.

D. Pipe Testing Schedule: pressure test.

1. Provide 225 psi test pressure for 2 hours unless specified otherwise.

2. Provide air release taps at pipeline's highest elevations and expel all air before the test. Insert permanent plugs after test has been completed.

3. No piping installation will be acceptable until the leakage is less than the amount allowed by industry standards for the type of pipe material being tested or if no standard prevails than the number of gallons per hour as determined by the formula:

$LD \times \text{square root of } P$

$Q =$

133,200

Where

Q = allowable leakage, in gallons per hour.

L = length of pipe under test in feet.

D = nominal diameter of pipe in inches.

P = average test pressure, in pounds per square inch (gage).

- E. Locate and repair defective joints and retest until the leakage rate is less than allowable.
- F. Repair any noticeable leakage even if total leakage is less than allowable.
- G. Leave system dry if Work is Substantially Completed after October 15 unless directed otherwise by ENGINEER or LANDSCAPE ARCHITECT.

1.5 **SUBMITTALS**

- A. Product Data: Manufacturer's technical data and installation instructions.
- B. Layout Drawings: Plan layout and details illustrating piping layout to water supply location and type and coverage of heads, valves, piping circuits, controls, landscaping features, list of fittings and accessories.
- C. Pipeline Test Report: pressure test and spray head operation per irrigation zone.
- D. Operation and Maintenance Data: 1. Submit instructions covering full operation, care, and maintenance of system (and controls) and manufacturers parts catalog.
2. Include year-to-year schedule showing length of time each valve is to be open to provide determined amount of water, drain procedures, cleanout features, etc.
3. Instruct OWNER's maintenance personnel how to operate controller and adjust sprinkler heads.
- E. Manual Valve Key Operator: Furnish 3 valve keys, 3 feet long with tee handle and key end to fit each type of valve assembly.

PART 2 PRODUCTS

2.1 **PIPE, FITTINGS, OTHER**

- A. Material: PVC, Section 33 05 07.
- B. Pressure Pipe: Schedule 40.
 - 1. Solvent weld smaller than 3 inches.
 - 2. Mechanical joint 3 inches and larger
- C. Lateral Pipe: Schedule 40 through 1-1/4" then Class 200, solvent welded.
- D. Fittings: Schedule 40, solvent welded or threaded.
- E. Risers: Schedule 80, threaded.
- F. Water Valve Assemblies: Schedule 80, threaded.

2.2 **VALVES**

- A. Manual Valve: Gate type with cast bronze body, resilient integral taper seat, non-rising stem, and fitted for key operation.
- B. Automatic Valve: Globe type operated by low-power replaceable solenoid, normally closed, and fitted for manual flow adjustment
- C. Automatic Drain Valve: Designed to open for drainage when line pressure drops below 3 psi. (NOT for use on mainline pipe.)

2.3 **DRAIN SUMP**

- A. Sewer rock or pea gravel

2.4 **BACKFLOW PREVENTER**

A. Manufacturer's standard, to suit sprinkler system and the following.

1. Double check valve.
2. When underground Irrigation System is designed for liquid fertilizer, provide a reduced pressure backflow prevention device. The drain to daylight must be a minimum of 12 inches below the bottom of the release valve for devices 4 inches in diameter and smaller, or 12 inches plus the nominal diameter of the devices over 4 inches in diameter.

2.5 **SPRINKLER HEADS**

A. Manufacturer's standard unit designed to provide uniform coverage over entire area of spray indicated at available water pressure, as follows:

1. Flush Surface: Fixed pattern, with screw-type flow adjustment.
2. Bubbler: Fixed pattern, with screw-type flow adjustment.
3. Shrubbery: Fixed pattern, with screw-type flow adjustment.
4. Pop-Up Spray: Fixed pattern, with screw-type flow adjustment and stainless steel retraction spring.
5. Pop-Up Rotary Spray: Gear driven, full circle and adjustable part circle type.
6. Pop-Up Rotary Impact: Impact driven, full circle and part circle as indicated.
7. Above-Ground Rotary Impact: Impact driven, full circle and part circle as indicated.

2.6 **VALVE BOX**

- A. Precast concrete or plastic with adequate hand room to operate small tools and provisions for locking cover to frame.
- B. For drain pockets, No. 2 gravel (2-1/2 inch)

2.7 **AUTOMATIC CONTROL SYSTEM**

A. General: Furnish low voltage system manufactured expressly for control of automatic circuit valves of underground Irrigation Systems. Provide unit of capacity to suit number of circuits.

B. Control Enclosure - External Applications: Manufacturer's standard weatherproof enclosure with locking cover, complying with NFPA 70.

C. Control Enclosure - Internal Applications: Manufacturer's standard with locking cover, complying with NFPA 70.

D. Transformer: To convert service voltage to control voltage and in accordance with manufacturer's recommendations.

E. Circuit Control: Each circuit variable from approximately 5 to 60 minutes. Include switch for manual or automatic operation of each circuit.

F. Timing Device: Adjustable, 24 hour and 14 day clocks to operate any time of day and skip any day in a 14 day period. Allow for manual or semiautomatic operation without disturbing preset mechanical operation.

G. Wire:

1. Provide wire for connecting remote control valves to the automatic controllers that is Type "UF", 600 volt, stranded or solid copper, single conductor wire with PVC insulation and bearing UL approval for direct underground burial feeder cable. Make all connections with UL approved type seal to make a waterproof connection. Bury wires in the same Trench as the pipe where possible.
2. Provide wire with 4/64 inch insulation, minimum covering of ICC-100 compound for positive weatherproofing protection. For wire sizes 14, 12, 10, and 8 use a single conductor solid copper wire, and for sizes 6 and 4 use stranded copper wire. Make control or "hot" wires red and all common or "ground" wires white.
3. Verify wire types and installation procedures conform to local codes.

Table 1 – Valve Wire Sizing Chart					
Voltage at Controller	Wire Control Common	Maximum Allowable Length in Feet from Controller to Valves			
		No. of Valves (Solenoids)			
		1	2	3	4
14	14	2765	1309	846	549
14	12	3393	1608	1039	673
14	10	3962	1877	1213	783
12	12	4394	2082	1346	6872
12	10	5397	2557	1652	1071
12	8	6364	3018	1949	1263
10	10	6986	3311	2140	1387

PART 3 EXECUTION

3.1 EXCAVATION

- A. Section 31 23 16.
- B. Excavate Trenches for sprinkler system pipe to provide 18 inches of cover over main lines and 10 inches over lateral lines. Before excavating, establish the location of all underground utilities and obstructions.
- C. Trench for sprinkler system to ensure proper grades and slopes to drain points.

3.2 INSTALLATION

- A. General: Plans are diagrammatic. Proceed with installation in accordance with the following:
 1. Run all circuit and pressure lines as indicated. Within planting areas avoid conflict with trees. Where Trenching is required in proximity to trees which are to remain, do not damage roots.
 2. Install stop and waste valves, isolation valves, vacuum breakers, pressure reduction valves, and other equipment required by local authorities according to Laws and Regulations in order to make

system complete.

3. Slope Circuit Pipe to drain.

4. After completion of grading, seeding or sodding, and rolling of grass areas, adjust heads to be flush with finished grades.

B. Piping:

1. Assemble all circuit and pressure pipe in accordance with manufacturer's recommendations and assure positive drainage.

2. At wall penetrations, pack the opening around the pipe with non-shrink grout. At exterior face, fill perimeter slot with backer rod and sealant. Repair below grade waterproofing and make penetration watertight.

3. Install PVC pipe in dry weather above 40 deg. F. Allow joint to cure a minimum of 8 hours before testing.

C. Sleeves:

1. Install sleeves before concrete work.

2. Under roadway, install PVC sleeve if cover over sleeve exceeds 2 feet, otherwise use cast iron or ductile iron sleeve.

D. Control Valves:

1. Install remote control valves to manufacturer's recommendation.

2. Use Schedule 80 PVC pipe for nipples on valve header, length as necessary. Install valves one per each plastic valve box and provide 12 inches of expansion loop slack wire at all connections inside valve box.

E. Automatic Drains: Install in accordance with manufacturer's recommendations at the low point of circuit lines. Do not use this valve on pressure pipe systems.

F. Manual Drains:

1. Install per manufacturer's recommendations on upstream and downstream side of backflow preventers and at lowest point along main pressure pipe.

2. Install by teeing down to 3/4 inch drain valve. Provide a drainage sump sized to receive volume of drain water.

3. Make manual drain valves accessible by installing an adjustable pipe sleeve to meet finished grade with locking valve marker lid flush with finish grade.

G. Quick-Coupling Valves:

1. Install using 3/4 inch flexible lateral with galvanized elbow and riser. Locations as indicated.

H. Backflow Preventers:

1. Install assembly complete for sprinkler systems with 2 drain valves and 2 shut off valves per local Laws and Regulations, and manufacturer's specifications.

2. In below grade installations install assemblies with drain valves. Provide open box floor with gravel drain sump.

I. Valve Access Boxes:

1. Install over all remote control valves, manual control valves, zone shutoff valves, gate valves or globe valves. Valves to be installed using valve markers will not require access boxes.

2. Install boxes on level Subgrade to proper grade and proper drainage.

3. Provide boxes with proper length and size extensions.

J. Automatic Controller:

1. Mount the panel enclosure so adjustments can be conveniently made by the operator.
2. Ground controller per local Laws and Regulations.
3. Make all control wire connections to automatic controllers.
4. Coordinate controller installation with electrical work.

K. Wire and Electrical Work:

1. Use electrical control and ground wire suitable for sprinkler control cable of size indicated.

L. Sprinkler Heads, Emitters, Bubblers, Small Rotators (less than 10 gallons per minute).

1. Install with flexible lateral and spiral barged PVC elbows and riser (length as required).
2. Install shrub spray heads a minimum of 12 inches above finished grade of plantings.
3. Install tree bubblers 1/2 inch below crown of tree roots.
4. Flush circuit lines thoroughly. Remove all foreign materials prior sprinkler head installation.

M. Large Rotator Heads (10 gallons per minute or more): Install pressurized swings joints with O-ring seals.

N. Swivel Hose Elbows:

1. Install brass swivel hose elbows, accurately machined pipe with hose threads and "O" ring seals.

3.3 **BACKFILLING OPERATION**

- A. Protect Subgrade from desiccation, flooding and freezing.
- B. Repair or replace damaged pipe at no additional cost to OWNER.
- C. Provide sufficient water quality facilities to protect downstream fish and wildlife, and to meet State water quality requirements.
- D. Water settling of Trench backfill is not permitted. "Jetting" of Trench backfill is prohibited
- E. Backfill to 6 inches above pipe with soil free of rocks over 1 inch diameter, debris, or organic matter. Backfill final 4 inches with soil of like quality to adjacent areas.
- F. Compact backfilled Trenches thoroughly to prevent settling damage to grades or plant materials. Repair at no additional cost to OWNER.
- G. Piping may be tested in sections to expedite backfilling.

3.4 **SURFACE RESTORATIONS**

- A. Protect existing landscaping.
- B.. Replace damaged plants and lawn areas with new to match existing.

END OF SECTION

SECTION

LANDSCAPE GRADING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Landscaping grading requirements.
- B. Backfill materials.

1.2 SUBMITTALS

- A. Submit maximum laboratory dry density and optimum laboratory moisture content for:
 - 1. Subgrade material, and
 - 2. Each type of fill to be used.
- B. Upon the LANDSCAPE ARCHITECT's request, submit a written quality control Inspections and testing report describing source and field quality control activities performed by CONTRACTOR and its Suppliers.

1.3 QUALITY ASSURANCE

- A. Do not change material sources, or aggregate without ENGINEER or LANDSCAPE ARCHITECT's knowledge.
- B. Reject backfill material that does not comply with requirements specified in this section.
- C. Landscape grading is aesthetic by nature and subject to continual monitoring and modification during the backfilling process. Work closely with ENGINEER or LANDSCAPE ARCHITECT particularly when grading and construction berms, channels, or other aesthetic considerations.

1.4 STORAGE

- A. Safely stockpile backfill materials.
- B. Separate differing materials, prevent mixing, and maintain optimum moisture content of backfill materials.
- C. Avoid displacement of and injury to Work while compacting or operating equipment.
- D. Movement of construction machinery over Work at any stage of construction is solely at CONTRACTOR's risk.

1.5 SITE CONDITIONS

- A. Do not place, spread, or roll any backfill material over material that is damaged by water. Remove and replace damaged material at no additional cost to OWNER.
- B. Control traffic and erosion. Keep area free of trash and debris. Repair settled, eroded, and rutted areas.
- C. Reshape and compact damaged structural section to required density

1.6 **ACCEPTANCE**

A. Native material may be wasted if there is no additional cost to substitute material acceptable to ENGINEER or LANDSCAPE ARCHITECT.

1.7 **WARRANTY**

A. Any settlement noted in landscaped surfaces will be considered to be caused by improper compaction methods and shall be corrected at no cost to the OWNER.

B. Restore incidentals damaged by settlement at no additional cost to OWNER.

PART 2 PRODUCTS

2.1 **BACKFILL MATERIALS**

A. Common fill.

B. Crushed aggregate base.

C. Cement treated fill.

2.2 **ACCESSORIES**

A. Water: Make arrangements for sources of water during construction and make arrangements for delivery of water to site. Comply with local Laws and Regulations at no additional cost to OWNER when securing water from water utility company.

PART 3 EXECUTION

3.1 **PREPARATION**

A. Identify required line, levels, contours, and datum.

B. Stake and flag locations of underground utilities.

C. Upon discovery of unknown utility or concealed conditions, notify ENGINEER or LANDSCAPE ARCHITECT.

D. Verify stockpiled fill meets gradation requirements, areas to be backfilled are free of debris, snow, ice or water, and ground surface is not frozen.

E. If subgrade is not readily compactable secure written authorization for extra excavation and backfill.

3.2 **PROTECTION**

A. Protect existing trees, shrubs, lawns, existing structures, fences, roads, sidewalks, paving, curb and gutter and other features.

B. Protect above or below grade utilities. Contact utility companies to repair damage to utilities. Pay all cost of repairs.

C. Protect Subgrade from desiccation, flooding and freezing.

D. Do not fill adjacent to structures until Excavation is checked by ENGINEER or LANDSCAPE ARCHITECT.

- E. Do not use compaction equipment adjacent to walls or retaining walls that may cause wall to become over-stressed or moved from alignment.
- F. Do not disturb or damage foundation perimeter drainage, foundation, damp-proofing, foundation waterproofing and protective cover, or utilities in Trenches.
- G. Restore any damaged structure to its original strength and condition.

3.3 **LAYOUT**

- A. Maintain all benchmarks, control monuments and stakes, whether newly established by surveyor or previously existing. Protect from damage and dislocation.
- B. If discrepancy is found between Contract Documents and site, ENGINEER OR LANDSCAPE ARCHITECT shall make such minor adjustments in the Work as necessary to accomplish the intent of Contract Documents without increasing the Cost of the Work to CONTRACTOR or OWNER.

3.4 **GRADING**

- A. Grading Intent: Spot elevations and contours indicated are based on the best available data. The intent is to maintain constant slopes between spot elevations. If a spot elevation is determined to be in error, or the difference in elevation between points change, then the minimum percentage of slope as a result of field adjustment of specific spot elevations is as follows:
 - 1. Pavement Areas: 1 percent.
 - 2. Concrete or Brick Areas: 0.30 percent.
 - 3. Lawn or Planted Area: 0.75 percent.
- B. Conduct Work in an orderly manner. Do not create a nuisance. Do not permit soil accumulation on streets or sidewalks. Do not allow soil to be washed into sewers and storm drains.
- C. Grade slopes to provide adequate drainage after compaction. Do not create water pockets or ridges. Use all means necessary to prevent erosion of freshly graded areas during construction until surfaces have been constructed and landscaping areas have taken hold.
- D. Remove surface stones greater than 1 inch from finished grading.
- E. In planting areas, provide a finished grade according to grading plan provided.

3.6 **MODIFIED BACKFILL LAYER METHOD**

- A. Do not place, spread, or roll any backfill material over material that is damaged by water. Remove and replace damaged material at no additional cost to OWNER.
- B. Control traffic and erosion. Keep area free of trash and debris. Repair settled, eroded, and rutted areas.
- C. Reshape and compact damaged structural section to required density.
- D. Restore any damaged structure to its original strength and condition.
- E. Replace contaminated backfill at no additional cost to OWNER.

3.7 **COMPACTION**

A. Compact backfill, 95 percent or greater of a Modified Proctor Density

3.8 **SURFACE RESTORATION**

A. Finish landscaped surfaces with grass, Section 32 92 00 or with other ground cover.

1. Backfill areas to contours and elevations indicated. Do not use frozen materials.
2. Make smooth changes in grade. Blend slopes into level areas.
3. Remove surplus backfill materials from site.
4. Leave stockpile areas completely free of excess fill materials.
5. Slope grade away from building at a minimum of 3 inches in 10 feet unless specified otherwise.

3.9 **CLEANING**

A. Remove stockpiles from the site. Grade site surface to prevent free standing surface water.

B. Leave borrow areas clean and neat.

END OF SECTION

SECTION

TURF AND GRASSES

PART 1 GENERAL

- 1.1 **SECTION INCLUDES**
 - A. Seed and sod requirements.
 - B. Soil preparation and fertilizers.

- 1.2 **REFERENCES**
 - A. FS O-F-241: Fertilizers, Mixed, Commercial.
 - B. ASPA: Guideline Specifications for Sodding.

- 1.3 **SUBMITTALS**
 - A. Submit name of sod Supplier or location.
 - B. Submit laboratory analysis of top soil, if requested by ENGINEER or LANDSCAPE ARCHITECT.

- 1.4 **DELIVERY, STORAGE, AND HANDLING**
 - A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date and location of packaging. Damaged packages are not acceptable.
 - B. Strip sod no more than 24 hours prior to laying.
 - C. Deliver fertilizer in containers showing weight, chemical analysis, and name of manufacturer. Store fertilizer in a weatherproof location.

PART 2 PRODUCTS

- 2.1 **SEED**
 - A. Furnish grass seed that is fresh, clean and new crop composed of varieties indicated and tested to have minimum of 90 percent purity and minimum of 80 percent germination.
 - B. Use seed that conforms to applicable Laws and Regulations.
 - C. Do not use wet, moldy or otherwise damaged seed.

- 2.2 **SOD**
 - A. Obtain all shipments of sod from approved sources.
 - B. Mowed regularly and carefully maintained from planting to harvest to assure reasonable quality and uniformity.
 - C. Free of grassy and broadleaf weeds, and bare or burned spots.
 - D. Clean, strongly rooted sod of variety indicated.
 - E. Cut sod in pieces not exceeding 1 square yard. Limit depth of cut to 1/2 inch minimum and 1 inch maximum.

2.3 TOP SOIL

A. Chemical Characteristics:

1. Acidity/alkalinity range: pH 5.5 to 7.7
2. Soluble Salts: Less than 2.0 mmhos/cm.
3. Sodium Absorption Ratio (SAR): less than 3.0
4. Nitrogen (NO₃N): 48 ppm minimum
5. Phosphorus (P): 11 ppm minimum
6. Potash (K): 130 ppm minimum
7. Iron (Fe): 5.0 ppm minimum

B. Physical Characteristics:

1. Fertile, loose, friable.
2. Containing more than 2 percent organic matter.
3. Free of weeds, subsoil, lumps or clods of hard earth, plants or their roots, sticks, toxic minerals, chemicals and stones greater than 1-1/2 inch diameter.
4. Composition.

Material Percent Passing

Sand 15 – 60

Silt 10 – 70

Clay 5 – 30

2.4 ACCESSORIES

A. Fertilizer and Lime: Uniform in composition, dry and free flowing. Comply with FS O-F-241. Provide nutrients required by soil analysis.

B. Mulching Material: Wood or wood cellulose fiber free of growth or germination inhibiting ingredients.

PART 3 EXECUTION

3.1 PREPARATION

A. Protect existing underground improvements from damage.

B. Do not place turf and grasses until existing weeds have been removed and soil has been prepared.

C. Do not sow immediately following rain, when ground is too dry, too hard, or during windy periods without first loosening the surface.

3.2 GRADING

A. Establish finished grades after settling to provide adequate drainage so no water pockets or ridges will be created.

B. Till soil to a depth of 4 inches and remove rocks and debris over 2 inches diameter and any vegetation and weeds. Fine grade entire site to a smooth, loose, and uniform surface. Use native or approved imported topsoil and plant after proper preparation.

C. When Subgrade has been established, roll areas to remove ridges and depressions so surface is parallel with finished grade. Limit weight of

rolling equipment to 110 pounds minimum or 250 pounds maximum per square foot.

D. Site tolerances.

1. Total topsoil depth for lawns or grasses: 5 inches.
2. Elevation of topsoil relative to walks, hard surfaces or edges.
 - a. Seed Areas: 1/2 inch below.
 - b. Sod Areas: 1-1/2 inch below.
3. Slope away from building 5 percent for 10 feet minimum. Fill low spots and pockets. High point of finish grade shall be at least 6 inches below finish floor level.

3.3 **LIME AND FERTILIZING**

- A. Apply lime and fertilizer in formulation and quantity required by soil analysis.
- B. Apply after fine grading and mix thoroughly into upper 2 inches of topsoil.
- C. Do not apply grass seed and fertilizer at same time in same machine unless one step hydro seeding is used.
- D. Lightly water to aid breakdown of fertilizer and to provide moist soil for seed.

3.4 **SEEDING**

- A. Unless indicated otherwise, apply seed at a rate of 5 pounds per 1,000 square feet evenly in 2 intersecting directions. Rake in lightly.
- B. Apply fine spray water immediately after each area has been sown.

3.5 **ONE STEP HYDRO SEEDING**

- A. Unless indicated otherwise, on lawn areas apply seed at the rate of 5 pounds per 1,000 square feet and fertilizer at the rate of 15 pounds per 1,000 square feet of area.
- B. Mix the seed and fertilizer with a specially prepared dyed wood cellulose fiber and water to form a slurry.
- C. Mix the slurry in tanks having continuous agitation so that a homogenous mixture is discharged hydraulically on the area to be seeded.
- D. Apply the wood fiber mulch in suspension at a rate of 2,000 pounds per acre or as indicated otherwise.

3.6 **TWO STEP HYDRO SEEDING**

- A. Make soil surface smooth, loose and of uniformly fine texture prior to seeding. Do not prepare more ground than can be seeded in a work day period.
- B. Mix fertilizer at a rate of 15 pounds per 1,000 square feet, with wood fiber mulch and water to form a slurry.
- C. Maintain a well mixed fertilizer slurry in the mix tank.
- D. Spray the fertilizer mixture at the rate of 2,000 pounds per acre.
- E. Sow seed on fertilized areas at the rate of 5 pounds per 1,000 square feet of area, in 2 directions with a cyclone seeder or other approved mechanical seeder.

3.7 **SEED PROTECTION ON SLOPES**

A. Blankets: Uniform open weave jute, wood fiber, biodegradable or photodegradable synthetic fiber matting.

3.8 **LAYING SOD**

A. Maintain the sod moist, live, and in good condition to encourage immediate growth.

B. Comply with ASPA guidelines for sodding.

C. Lay the sod on smooth, moist topsoil, working off planks if required.

Rake topsoil to loosen and level prior to placing each course of sod.

Ensure that sod is not stretched or overlapped and that all joints are butted tight. Place sod to break joints on ends. Keep length seams in a straight line.

D. Roll sod immediately after placing. Thoroughly water with a fine spray to a depth sufficient that the underside of the new sod and soil immediately below the sod are thoroughly wet.

E. On slopes 2 horizontal to 1 vertical and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at 2 feet maximum on center. Drive pegs flush with soil portion of sod.

3.9 **RESTORATION**

A. Restore Pavement, concrete, grassed areas, planted areas, and other improvements damaged during execution of work of this section to a condition equal to original conditions.

3.10 **MAINTENANCE**

A. Remove from site foreign materials collected during cultivation.

B. Dispose of cleanings.

END OF SECTION

SECTION

GROUND COVER

PART 1 GENERAL

- 1.1 **SECTION INCLUDES**
 - A. Plants, and ground cover requirements. B. Bedding, topsoil, and temporary support.
- 1.2 **REFERENCES**
 - A. AAN: American Associations of Nurserymen, Inc.
 - B. ANSI Z60.1: American Standard for Nursery Stock.
 - C. FS O-F-241: Fertilizers, Mixed Commercial.
- 1.3 **QUALITY ASSURANCE**
 - A. Perform work in conformity with applicable requirements of AAN.
 - B. Obtain nursery stock and other plant materials from acceptable sources prior to order and delivery.
 - C. Provide plants free of disease and insects.
- 1.4 **SUBMITTALS**
 - A. Prior to planting submit samples of fertilizers and a complete listing of all plantings, origins and sizes.
 - B. All necessary inspection certificates for each shipment of plants as required by Laws and Regulations.
 - C. Schedule of planting times.
- 1.5 **PRODUCT DELIVERY, STORAGE, AND HANDLING**
 - A. Exercise care in digging, transporting, handling, and packing of all plants.
 - B. Handle plants so roots are protected at all times. If delivery is in open vehicles, cover entire load without causing over heating.
 - C. Deliver plant materials immediately prior to placement. Keep plant materials moist.
 - D. Protect balls from sun and wind by covering with soil or other suitable material if not planted immediately on delivery.
 - E. Store fertilizer in a weatherproof location such that its effectiveness will not be impaired.
- 1.6 **ACCEPTANCE**
 - A. Ball of earth surrounding roots has not been cracked or broken.
 - B. Burlap, staves, and ropes required in connection with transplanting are installed.
 - C. Heeled in stock from cold storage not accepted.

1.7 **WARRANTY**

A. Warrant plantings through one year plus one continuous growing season. Replace any unsatisfactory or dead plantings within 10 days of written notice. Make corrections at no additional cost to OWNER.

PART 2 PRODUCTS

2.1 **GENERAL**

- A. Provide plants of normal growth and uniform height, according to species, with straight canes and well developed leaders, roots, and tops.
- B. Provide plants of sizes indicated, Size stated in each case being interpreted to mean dimensions of plant as to stands in its natural position in nursery without straightening of any branches or leaders.
- C. Provide legible labels attached to all plants, specimens, bundles, boxes, bales, or other containers indicating botanical genus, species, and size of each.
- D. Plants cut back from larger sizes to meet Specifications shall be rejected.
- E. Container growth deciduous shrubs will be acceptable in lieu of bailed and burlapped deciduous shrubs subject to limitations for container grown stock.

2.2 **NATIVE GRASSES AND WILDFLOWERS**

This mixture contains 17 native wildflowers, 4 annuals for first-year color, plus 13 perennials or biennials for second and successive years' bloom.

Botanical Name	Common Name
Asclepias tuberosa	Butterfly Weed
Chamaecrista fasciculata	Partridge Pea
Coreopsis lanceolata	Lance-Leaf Coreopsis
Coreopsis tinctoria	Plains Coreopsis
Echinacea purpurea	Purple Coneflower
Eryngium yuccifolium	Rattlesnake Master
Gaillardia pulchella	Indian Blanket
Ipomopsis rubra	Standing Cypress
Liatris spicata	Blazing Star
Lupinus perennis	Wild Blue Lupine
Monarda citriodora	Lemon Mint
Phlox Drummondii	Drummond Phlox

Ratibida columnaris	Mexican Hat
Rudbeckia amplexicaulis	Clasping Coneflower
Rudbeckia hirta	Black-eyed Susan
Salvia coccinea	Scarlet Sage
Tradescantia ohiensis	Spiderwort

- B. Purity of all seed types: 90 percent.
- C. Germination of all seed types: 90 percent.

2.3 ORGANIC MULCH

- A. Horticultural grade Class A decomposed plant material, elastic and homogeneous, free of decomposed colloidal residue, wood sulphur, and iron.
- B. pH value of 5.5 to 7.5.
- C. 60 percent organic matter by weight, moisture content not exceeding 15 percent, and water absorption capacity of not less than 300 percent by weight on oven dry basis.

2.4 ACCESSORIES

- A. Fertilizer: Comply with FS O-F-241. Provide nutrients required by soil analysis. The fertilizer will be uniform in composition, dry and free flowing.
- B. Wrapping Materials: Quality burlap tightly tied around plant root system.

PART 3 EXECUTION

3.1 PREPARATION

- A. Plan to install materials during normal planting seasons for each type of landscape work required. Correlate planting time with specified maintenance periods and guarantee.
- B. Verify area to receive plants is to grade, all work is completed in the area, and that topsoil has been placed. Follow Section 31 23 23 grading requirements.
- C. Do not proceed with work until unsatisfactory conditions have been corrected.
- D. Examine grade, verify elevations, observe conditions under which work is to be performed, and notify ENGINEER or LANDSCAPE ARCHITECT of unsatisfactory conditions.

3.2 GRADING

- A. Site tolerances.
 1. 12 inches minimum total topsoil depth.
 2. 2 inches below walks, hard surfaces or edges.

- B. Do not expose or damage existing shrub or tree roots.
- C. Slope landscape away from building for 12 feet minimum at 1/2 inch per foot minimum. Fill low spots and pockets. High point of finish grade shall be at least 6 inches below finish floor level.

3.3 **INSTALLATION**

- A. Place plant materials for orientation approval by ENGINEER or LANDSCAPE ARCHITECT prior to installation.
- B. Set all shrubs slightly lower than finished grade. Use plant mix consisting of 3 parts topsoil and 1 part organic mulch. Do not fill around stems. Carefully place and tamp plant mix soil to fill all voids. C. Spread excess soil from excavated plant pits in surrounding planting beds.
- D. Sow seed at the rate of 78 pounds per acre. Rake seed into soil and top-dress all seeded areas with 1/4 inch topsoil. Do not let seed installation be subject to damage by climatic conditions.
- E. Restore Pavements, grassed areas, planted areas, and other improvements damaged to a condition equal to original conditions.

3.4 **FERTILIZING SEEDED AREAS**

- A. Apply fertilizer in formulation and quantity required by soil analysis.
- B. Apply after fine grading and mix thoroughly into upper 2 inches of topsoil.
- C. Do not apply seed and fertilizer at same time in same machine unless one step hydro seeding is used.
- D. Lightly water to aid breakdown of fertilizer and to provide moist soil for seed.

3.5 **CLEANING AND MAINTENANCE**

- A. Remove from site foreign materials collected during cultivation.
- B. Dispose of cleanings.

END OF SECTION

SECTION

TREE

PART 1 GENERAL

- 1.1 **SECTION INCLUDES**
A. Supply and install tree.
B. Site preparation and backfill requirements.
- 1.2 **REFERENCES**
A. American Public Works Associations (Utah Chapter).
1. Plan 681: Tree
B. American National Standards Institute.
1. A300: Tree, Shrub and Other Woody Plant Maintenance Practices.
2. Z60.1: American Standard for Nursery Stock.
C. International Society of Arboriculture. (ISA).
- 1.3 Reserved
- 1.4 **QUALITY ASSURANCE**
A. Provide an ISA certified arborist to observe tree planting. Upon ENGINEER or LANDSCAPE ARCHITECT's request, provide a copy of the arborist's ISA certificate and registration number on file with the State Division of Commercial Code.
B. Nursery: Use a company specializing in growing and cultivating trees with minimum of 3 years experience.
C. Installer: Use a company specializing in installing and planting tree.
D. Planting Plan: Correlate planting time with specified maintenance periods and guarantee.
E. Rejection: Reject any tree upon the following basis.
1. Tree has cracked or broken ball of earth surrounding roots preparatory to or during process of planting.
2. Tree was cut back from a larger plant to meet Specifications.
3. Tree is not the specified size.
4. Tree has been pruned improperly.
5. Tree has disease or insect infestations.
6. Tree was damaged during transplant.
- 1.5 **ACCEPTANCE**
A. Tree will be accepted not less than 60 days after planting, watering and successful growth.
- 1.6 **WARRANTY**
A. Warrant tree planting through one year plus one continuous growing

season. Include coverage of trees from death, unhealthy conditions, or if tree dies from poor planting practice. Replace any unsatisfactory or dead tree within 10 days of written notice.

B. Replacements: Provide tree of same size and species, planted in the next growing season, with a new warranty commencing on date of planting.

C. Additional Cost: All corrective work will be at no additional cost to OWNER.

1.7 **MAINTENANCE**

A. Period is until acceptance.

B. Maintain tree health immediately after placement.

C. Notify property owner of tree watering practice.

D. Trim off dead or broken branches. Remove clippings and dead branches from the site.

E. Control disease.

PART 2 PRODUCTS

2.1 **TREE MATERIALS**

A. Species and size specified, grown in climatic conditions similar to those in locality of the Work with branching configuration and cane requirements indicated in ANSI Z60.1.

B. Provide tree of normal growth and uniform height, according to species, with straight trunk and well developed leaders, laterals and roots.

Heeled in stock from cold storage not accepted.

C. Provide tree size indicated, Size being interpreted to mean dimension of tree as its stand in its natural position in nursery without straightening of any branches or leaders.

D. Provide legible labels attached to tree indicating botanical genus, species and size.

2.2 **SOILS**

A. Backfill of Root Ball Pit: Native soil if not excessively rocky, compactable or clayey; otherwise amend at a rate of 2 parts native soil to 1 part topsoil. Mix together thoroughly.

B. Topsoil: Section 31 05 13.

2.3 **ORGANIC MULCH**

A. Horticultural grade class A decomposed plant material, elastic and monogenous, free of decomposed colloidal residue, wood sulphur, and iron.

B. pH value of 5.5 to 7.5.

C. 60 percent organic matter by weight, moisture content not exceeding 15 percent, and water absorption capacity of not less than 300 percent by weight on oven dry basis.

PART 3 EXECUTION

3.1 PREPARATION

- A. Plan to install materials during normal planting season.
- B. Notify ENGINEER or LANDSCAPE ARCHITECT of unsatisfactory conditions.

3.2 EXCAVATION

- A. Excavate only for depth of root ball.
- B. In park strips adjacent to paved thoroughfares, the traditional round hole barely big enough to accommodate the root ball is not permitted. Excavate the site in the shape of a rectangle. Make excavated area width at least twice the diameter of the tree root ball and the length at least 3 times the diameter.
 - 1. Compact both sides of the planting site that are parallel to the street.
 - 2. Loosen the sides of the planting site that are perpendicular to the street.
- C. In other landscaped areas, excavated area for tree planting at least 3 times the diameter of the root ball.
- D. Place plant materials for final orientation review by ENGINEER or LANDSCAPE ARCHITECT prior to backfilling the root ball.

3.3 INSTALLATION

- A. Plan No. 681.
- B. Remove wire baskets and twine from around root ball. If possible, remove all burlap material, or remove top 1/3 from root ball.
- C. Maintain plant in vertical position. Eliminate voids and air pockets.
- D. Remove all cardboard and twine from tree trunks.
- E. Follow arborist's instructions.

3.4 PRUNING

- A. Comply with ANSI A300 and directions of arborist.

3.5 PROTECTION

- A. Do not touch directly or indirectly any overhead wire, cable, or power line.
- B. Shelter the root ball. Do not let the root ball dry out.
- C. Do not damage any irrigation line or emitter system.
- D. Do not lift or maneuver the tree by the trunk.
- E. Do not add gravel to the bottom of the hole.
- F. Do not stake the tree unless carefully monitored by ENGINEER or LANDSCAPE ARCHITECT.
- G. Do not compact the backfill.
- H. Do not use grass clippings as mulch.
- I. Do not over water, under water, over prune, paint or wrap the trunk, or fertilize during planting.
- J. Do not forget to watch for people using the street or sidewalk while planting.
- K. Do not over prune.
- L. Do not allow grass, flowers, or vines to grow next to the trunk.
- M. Protect roots and branches of existing trees.
- N. Do not permit heavy equipment or stockpiling of materials or debris within the

drip line. Do not permit earth surface within the drip line to be changed in any way except as specified.

O. Replace existing trees damaged by construction operations at no additional cost to OWNER.

END OF SECTION

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 KINGS FERRY PARK IRRIGATION AND LANDSCAPING IMPROVEMENTS (PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

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

_____, _____
Title Bidder Name of

(herein after Company) in consideration of the privilege to bid/or propose on the following Chatham County project procurement **KINGS FERRY PARK IRRIGATION AND LANDSCAPING IMPROVEMENTS** hereby consent, covenant and agree as follows:

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

Signature

Date

B-1

ATTACHMENT C

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

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

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

6. List any contracts not completed on time.
-

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

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

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

of _____, declare under oath that

Company Name _____

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

Signature

State of _____

County of _____

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

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

CHATHAM COUNTY, GEORGIA

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

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or 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:

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

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

ATTACHMENT H

Chatham Apprentice Program Documentation

(must be submitted to Arneja Riley County MWBE Coordinator with 1st Pay Request)

Contractor _____

Name of Project _____

Contract No. _____

1) Contractor has contact CAP office to determine availability of specific labor classes which may be utilized for the project:

Date of Inquiry

of Available Participants

2) Anticipated number of CAP students that will be hired and related trade category:

Trade Category _____

Trade Category _____

Trade Category _____

3) If CAP students are not anticipated to be hired for this project, the contractor must briefly explain.

Any questions regarding the Construction Apprentice Program and available participant labor should be directed to Daniel Dodd-Ramirez at (912) 232-6747.

REFERENCE FORM

REFERENCES - \$499,999 or less: 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 less: 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. _____
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- e. Contracted project completion in days. _____
- f. Project completed on time. Yes _____ No _____ Days exceeded _____.
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- a. Project Name: _____
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Contact: _____
Phone & Fax: _____
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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. **(BID BOND NOT REQUIRED FOR THIS PROJECT.)**
3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.
4. **"LIST OF SUBCONTRACTORS" SHEET** FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.
5. **"% TO MBE SUBCONTRACTORS/SUPPLIERS' SHEET** COMPLETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO MBE/WBE SUBCONTRACTORS/SUPPLIERS.
6. SECTION 2.31 OF ITB - **REFERENCES:** Read this section and submit the correct number of "References" (based on total dollar amount of project) Note: Supply ALL the information that is requested for each Reference. NOTE: *Forms for Reference Information are attached to this Bid Package.*
7. **ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG).**
8. **COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE ITB (Attachments A thru H). D-2 IS TO BE FILLED OUT FOR EACH SUBCONTRACTOR.**
9. **SUBMIT A COPY OF YOUR BUSINESS TAX CERTIFICATE.**

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

LEGAL NOTICE
CC NO. 165447

Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **APRIL 17, 2013** 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 : 13-0024-4 KINGS FERRY PARK IRRIGATION AND LANDSCAPING IMPROVEMENTS**

PRE-BID CONFERENCE: 2:00 PM. APRIL 3, 2013. Conference will be held at the Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia. Your firm is encouraged to attend.

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

Bid Packages and Plan sheets are available and **must be purchased from Clayton Digital Reprographics (CDR) located at 1000-I Eisenhower Drive, Savannah, Georgia, 31406.** CDR phone: 912-352-3880, fax 912-352-3881, e-mail: cdrsouth@cdrepro.com

All firms requesting to do business with Chatham County must also register on-line at <http://purchasing.chathamcounty.org>. For additional information concerning specifications, please contact Robert Marshall, Senior Procurement Specialist, at (912) 790-1622.

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 AGENT

SAVANNAH NEWS/PRESS INSERT: Mar. 20, 2013
Please send affidavit to:
Chatham County Purchasing & Contracting Department
1117 Eisenhower Drive
Suite C
Savannah, Georgia 31406
(912) 790-1622