

INVITATION TO BID

BID NO. 14-0105-7

**REMOVE/REPLACE STORM WATER DRAINAGE PIPE AT 208 COMMODORE
DRIVE**

ON-SITE PRE-BID CONFERENCE: 10:00 AM, OCTOBER 23, 2014

BID OPENING: 2:00 PM, NOVEMBER 4, 2014

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 (a Bid Bond of 5% with this ITB)

PROPOSAL

PLANS/DRAWINGS

BID SCHEDULE

PERFORMANCE BOND

PAYMENT BOND

CONTRACT

LEGAL NOTICE

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

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

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

CURRENT TAX CERTIFICATE NUMBER

CITY _____

COUNTY _____

OTHER _____

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

African-American _____ Asian American _____ Hispanic _____

Native American or Alaskan Indian _____ Woman _____

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

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S) _____

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

BY: _____
DATE

SIGNATURE

TITLE: _____

COMPANY: _____

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AGENT
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1623

Date: October 1, 2014

BID NO. 14-0105-7

GENERAL INFORMATION FOR INVITATION FOR BID

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Agent, at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM, November 4, 2014** 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 for **OCTOBER 23, 2014, at 10:00AM, and will be conducted ON-SITE at 208 Commodore Drive, Savannah Georgia 31410,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **You are encouraged to attend.**

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing 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 NOT a Special Purpose Local Option Sales Tax (SPLOST) Project. See paragraph 2.20 for M/WBE participation goals.

**SECTION I
INSTRUCTIONS TO BIDDERS**

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

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

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

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

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

- a. **An original and duplicate copy must be submitted in a sealed opaque envelope, plainly marked with the bid number and title, date and time of bid opening, and company name.**
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

**Chatham County Purchasing and Contracting
Purchasing Agent
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 statute, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.

- 1.12 **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. This Ordinance does not apply to construction contracts. However, contractors are encouraged to apply the same method when awarding bids to local and local M/WBE businesses whenever possible in order to promote growth in Chatham County's economy. **NOTE: Local Preference does not apply to Public Works Construction contracts.**
- 1.14 **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 the Board contract.

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

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

- 1.16 **Payment of Taxes:** No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the

Board of Commissioners on 8 April 1994.

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

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

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

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

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

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

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

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

- 1.19 **Surcharge:** Unless otherwise stated in this bid, all prices quoted by the contractor/vendor must be F.O.B. Chatham County, Savannah, GA. with all delivery handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of the bid. The County will not pay additional surcharges.

SECTION II GENERAL TERMS, CONDITIONS AND EXCEPTIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, ASTM regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.3 **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.
- 2.4 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.5 **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.
- 2.6 **Guarantee:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.
- 2.7 **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.

- 2.8 **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.
- 2.9 **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.
- 2.10 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose or restricting competition.
- 2.11 **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.
- 2.12 **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.
- 2.13 **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.

- 2.14 **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.

- 2.15 **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.**

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

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

Companies affording coverage (there may be several).

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

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

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

Certificate Holder (This is to always include Chatham County).

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

2.15.2 **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.

2.15.3 Special Requirements:

- a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- b. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- d. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- e. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by

this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the Contract.

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

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

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

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

- b. **Builder's Risk: (For Construction or Installation Contracts)** Covers against insured perils while in the course of construction.

<u>Minimum Limits:</u>	All-Risk coverage equal 100% of contract value
<u>Coverage Requirements:</u>	Occupancy Clause - permits County to use the facility prior to issuance of Notice of Substantial Completion.

- 2.16 **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.

- 2.17 **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.
- 2.18 **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.
- 2.19 **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.
- 2.20 The Chatham County Board of Commissioners has adopted an aggressive program that establishes goals for minority/woman, small and disadvantaged business participation in construction, professional services, and general procurement.
- a. The Chatham County Board of Commissioners under Georgia law may reject any bid as non-responsive if they feel a bidder did not exercise "Good Faith Effort in obtaining the goal established for M/WBE participation.
 - b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and women owned businesses,

through M/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidders that intend to engage in joint ventures or utilize subcontractors must submit to the County Contracts Administrator, a report on Minority/Women Business Enterprise participation.

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

- c. A Minority/Women Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/women individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.
- 2.21 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBE's. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered nonresponsive.

Each bidder or proposer is required to maintain records of such efforts in detail adequate to permit a determination of compliance with these requirements. All contracts will reflect **Good Faith Efforts** and reporting requirements for the term of the contract. The County particularly urges general contractors to give emphasis to subcontracting with local area firms.

For information on the program or M/WBE contractors/vendors please contact Connell C. Heyward, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7828 phone, (912) 652-7951 fax.

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

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

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

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

- 2.23 **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.
- 2.24 **CONTRACTOR RECORDS** -The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up to three (3) years following completion. Again, this is contract specific to the County contracts only.
- 2.25 **EXCEPTIONS**-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Georgia Open Records Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to rebid the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offer or, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offer or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Georgia Open Records Act; however, the bidder, offer or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be

protected and state the reasons why protection is necessary.

- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

2.26 **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.
- 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.

\$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.

**SECTION III
ADDITIONAL CONDITIONS**

- 3.1 **METHOD OF COMPENSATION.** The compensation provided for herein shall include all claims by the CONTRACTOR for all costs incurred by the CONTRACTOR in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount shall be paid to the CONTRACTOR after receipt of the invoice and approval of the amount by the COUNTY. The COUNTY shall make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR's acceptable statement on forms prepared by the CONTRACTOR and approved by the COUNTY.
- 3.2 **SURETY REQUIREMENTS and Bonds:**
- (X)A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.
 - (X)B. Contractor(s) shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
 - (X)C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.
 - (X)D. Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. Performance Bond means a bond with good and sufficient surety or sprites for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. Payment Bond means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
 - (X)E. Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with

Chatham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount, and;

3.3 AUDITS AND INSPECTIONS:

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

3.4 WARRANTY REQUIREMENTS:

- a. Provisions of item 2.7 apply.
 - b. Warranty required.
- X
- 1. Standard warranty shall be offered with bid.
 - 2. Extended warranty shall be offered with bid. The cost of the extended warranty will be listed separately on the bid sheet.

3.5 TERMS OF CONTRACT: (check where applicable):

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

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

The undersigned bidder or proposer certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her bid/proposal are in accordance with all documents contained in this Invitation for Bids/ Proposals package, and that any exception taken thereto may disqualify his/her bid/proposal.

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

This _____ day of _____ 20 ____.

BY _____
SIGNATURE

TITLE

COMPANY

Phone / Fax No.

CHATHAM COUNTY, GEORGIA
SURETY REQUIREMENTS

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

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

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

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

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

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

INVITATION TO BID

SPECIFICATIONS FOR:

BID NO. 14-0105-7

REMOVE/REPLACE STORM WATER DRAINAGE PIPE AT 208 COMMODORE DRIVE

4.1 GENERAL INFORMATION:

It is the intent of this specification to facilitate the removal of approximately 335 feet of 18 inch galvanized elliptical storm water pipe, and replace it with new corrugated aluminum pipe. The work is to be completed within the County right of way, starting at the inlet catch basin located at 208 Commodore Drive and proceeding to the inlet catch basin at the intersection with Schooner Drive, Savannah, GA. For additional information concerning these specifications, please contact Ms. Robin Maurer, CPPB, Procurement Specialist, at (912) 790-1623. Project Sheets are posted on the Purchasing and Contracting website with the bid document.

4.2 CLEARING

- 4.2.1 Clearing shall consist of the felling, and cutting of trees into sections, and the satisfactory disposal of the trees and other vegetation designated for removal, including down timber, snags, brush, fences, rubbish and other objectionable material occurring within the area of construction.
- 4.2.2 Only those trees, shrubs, etc. that fall within the limits of construction shall be removed.
- 4.2.3 Clearing shall also include the removal and disposal of structures that obtrude, encroach upon, or otherwise obstruct the work.
- 4.2.4 Clearing operations shall be conducted so as to prevent damage by falling trees to trees left standing, to existing structures and installation, and to those under construction, and so as to provide for the safety of employees and others.

4.3 GRUBBING

- 4.3.1 Grubbing shall consist of the removal and disposal of stumps, roots larger than 1/2 inch in diameter, and matted roots from the designated grubbing areas. This material, together with logs and other organic or metallic debris not suitable for foundation and subgrade purposes, shall be excavated and removed to a depth of not less than 18-inches below the original surface level of the ground in embankment areas and not less than 2-feet below the finished earth surface in excavated areas.
- 4.3.2 Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform with the original adjacent surface of the

ground.

4.4 **DISPOSAL**

- 4.4.1 Disposal of trees, branches, snags, brush, stumps, etc., resulting from the clearing and grubbing shall be the responsibility of the Contractor and shall be disposed of by removal from the site of this work.
- 4.4.2 All costs in connection with disposing of the material will be at the Contractor's expense.
- 4.4.3 All liability of any nature resulting from the disposal of the cleared and grubbed material shall become the responsibility of the Contractor.
- 4.4.4 The disposal of all materials cleared and grubbed will be in accordance with the rules and regulations of the local, State, and Federal authorities.

4.5 **PIPE**

- 4.5.1 Corrugated aluminum alloy pipe shall be 16 gauge and have a diameter of 18 inches.
- 4.5.2 Connecting bands shall be made of aluminum with neoprene gaskets to provide a watertight connection.

4.6 **DRAINAGE STRUCTURES**

- 4.6.1 Details – See drawings. – Drainage structures include headwalls and inlets.
- 4.6.2 Concrete – reinforced and non-reinforced.
 - A. Shall have a minimum compressive strength of 3,000 PSI in 28 days. Concrete shall be ready mixed conforming to ASTM C-94.
 - B. Reinforcing steel shall conform to ASTM A-615, Grade 60. Mesh reinforcing shall conform to ASTM A-185. Reinforcing shall be covered by a minimum 1” of concrete for covers and 1- ½” for walls and flooring and 3” where concrete is deposited directly against the ground.
 - C. Expansion joint filler materials shall conform to ASTM Specification D-1751, to the physical requirements of ASTM Specification D-1752.
- 4.6.3 Mortar

- A. Mortar used at connections of pipe and drainage structures shall be composed of one part by volume of Portland cement and two parts of sand. The Portland cement shall conform to ASTM C-150, Type I or II. The sand shall conform to AASHTO Standard M-45 and shall be of an accepted gradation. Hydrated lime may be added to the mixture of sand and cement in an amount equal to 25% of A. The quantity of water in the mixture shall be sufficient to produce a workable mortar, but shall in no case exceed 7 gallons of water per sack of cement. Water shall be clean and free of harmful acids, alkalis' and organic impurities. The mortar shall be used within 30 minutes from the time the ingredients are mixed with water.

4.6.4 Brick Masonry

- A. Brick shall conform to ASTM Specification C-62, Grade SW or C-55, Grade P-1 or P-11.
- B. Mortar for jointing and plastering shall consist of one part Portland cement and two parts fine sand. Lime may be added to the mortar in the amount not more than 25% of the volume of cement.
- C. The joints shall be completely filled and shall be smooth and free from surplus mortar on the inside of the structure. Brick structures shall be plastered with 1/2 – inch of mortar over the entire outside surface of the walls. For square or rectangular structures, brick shall be laid in stretcher courses with a header course every sixth course and for round structures, brick shall be laid radially with every sixth course a stretcher course.

4.6.5 Precast – Shall be constructed in accordance with ASTM C-478 and conform to the details on the project drawings.

- A. Joints – Shall be tongue and groove sealed with flexible gaskets or mastic sealant. Gaskets shall be O-Ring or Type A or B “Tylox” conforming to ASTM C-443 and mastic shall be “Ram-nek” or equivalent with primer. The primer shall be applied to all contact surfaces of the manhole joint at the factory in accordance with the manufacturer’s instructions
- B. Steps - Shall be aluminum alloy equivalent to Neenah R-1982-W or polypropylene equivalent to M.A. Industries, Type PS-1 or PS-1-PF. The steps shall be installed at the manhole factory and in accordance with the recommendations of the step manufacturer. Manholes will not be

acceptable if steps are not installed accordingly and properly aligned vertically.

- C. Leaks – No leaks in the manholes or inlets will be acceptable. All repairs made from inside the manhole shall be made with mortar composed of one part Portland cement and two parts clean sand; the mixing liquid shall be straight bonding agent equivalent to “Acryl 60”.

4.7 STONE BACKFILL

4.7.1 Shall be graded crushed granite with the following gradation:

<u>Square Opening Size</u>	<u>Percent Passing by Weight</u>
1”	100%
¾”	90% to 100%
3/8”	0% to 65%
No. 4	0% to 25%
No. 1000	0% to 10%

4.8 SAND BACKFILL

4.8.1 Shall be free from clay and organic material. Not more than 10% shall pass the No. 100 sieve.

4.9 BORROW

4.9.1 Where it is determined by the County that sufficient suitable material is not available from the site to satisfactorily backfill the pipe to at least 2 feet above the top of the pipe, the Contractor shall furnish suitable sandy borrow material to accomplish the requirements.

4.9.2 The material shall have not more than 60% passing the No. 100 sieve, nor more than 20% passing the No. 200 sieve.

4.10 LOCATION AND GRADE

4.10 The grade line shall be consistent with the existing storm pipe, and the Contractor shall be responsible for the proper location and grade of the new storm pipe.

4.11 EXCAVATION FOR PIPE

4.11.1 Excavated material shall be piled a sufficient distance from the trench banks to avoid overloading to prevent slides or cave-ins.

4.11.2 Remove from site all material not required or suitable for backfill.

4.11.3 Grade as necessary to prevent water from flowing into excavations.

4.11.4 Remove all water accumulating in the excavation from surface flow, seepage or otherwise by pumping or other accepted method. Sheeting bracing or shoring as necessary for the protection of the work and safety of personnel.

4.12 **TRENCHING FOR PIPE**

4.12.1 Trenching for Pipe – Shall be as indicated on the drawings.

4.12.2 Removal of Unstable Material – Where wet or otherwise unstable soil incapable of supporting the pipe as determined by the County is encountered in the bottom of the trench such material shall be removed to the depth required and replaced to the proper grade with select material compacted as provided in the paragraph “BACKFILLING PIPE” hereinafter.

4.13 **BRACING AND SHEETING**

4.13.1 The sides of all trenches shall be securely held by stay bracing or by skeleton or solid sheeting and as required by the soil conditions encountered to protect the adjoining property and for safety. When directed by the County, the Contractor must install solid sheeting to protect adjacent property and utilities. The sheeting shall be steel or timber and the Contractor shall submit design data including the section modules of the members and the arrangement for bracing at various depths to the County for review before installing the sheeting. It shall penetrate at least 3 feet below the pipe invert. Sheeting shall be removed in units when the backfilling has reached the elevation necessary to protect the pipe adjoining property and utilities.

4.14 **BEDDING**

4.14.1 The bedding surface for the pipe shall provide a firm foundation of uniform density throughout the entire length of the pipe. The trench bottom shall be dewatered before laying pipe by the use of well points. Where the nature of the soil is such that well points will not remove the water, the Contractor shall construct sumps and use sump pumps to remove all water from the bedding surface. The pipe shall be carefully bedded in a foundation that has been accurately shaped and rounded to conform to the lowest one-fourth (1/4) of the outside portion of circular pipe or to the lower curved portion of arch pipe for the entire length of the pipe. When necessary the bedding shall be tamped to compact it to 98% of optimum density. Bell holes and depressions for joints shall be only of such length, depth and width as required for properly making the particular type joint.

4.14.2 Stone Backfill – Where in the opinion of the County, the subgrade of the pipe trench is unsuitable material, the Contractor shall remove the unsuitable material six inches (6”) deep and furnish and place stone backfill in the trench to stabilize the subgrade. The stone shall be ¾ -inch graded but variations in the gradation will be permitted upon acceptance by the County. Attention is invited to the fact that the presence of water does not necessarily mean that stone backfill is required. If well points or other types of dewatering will remove the water, the Contractor shall be required to completely dewater the trench in lieu of stone backfill. Stone backfill will be limited to areas where well pointing and other conventional methods of dewatering will not produce a dry bottom. Pipe shall be carefully bedded in the stone as specified above.

4.15 **PLACING PIPE**

4.15.1 Each pipe shall be carefully examined before being laid and defective or damaged pipe shall not be used. Pipe lines shall be laid to the grades and alignment indicated. Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall pipe be laid in water and no pipe shall be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary. All pipe in place shall have been checked before backfilling. When storm drain pipe terminates in a new ditch the headwall or end section together with ditch pavement if specified shall be constructed immediately as called for on the plans. Ditch slopes and disturbed earth areas shall be constructed immediately as called for on the plans. Ditch slopes and disturbed earth areas shall be grassed and mulched as required. The Contractor will be responsible for maintaining these newly constructed ditches and take immediate action subject to acceptance to keep erosion of the ditch bottom and slopes to a minimum during the life of the contract. No additional compensation will be given to the Contractor for the required diversion of drainage and/or dewatering of trenches.

4.16 **OBSTRUCTIONS**

4.16.1 It shall be the Contractor’s responsibility to acquaint himself with all existing conditions, and to locate all structures and utilities along the proposed excavation to avoid conflicts.

4.16.2 Where actual conflicts are unavoidable, work shall be coordinated with the County and preformed so as to cause as little interference as possible.

4.17 **BACKFILLING PIPE**

4.17.1 After the bedding has been prepared and the pipe installed, select material from

excavation or borrow, at a moisture content that will facilitate compaction shall be placed along both sides of the pipe in layers not exceeding six-inches (6”) in compacted depth. The backfill shall be brought up evenly on both sides of the pipe for the full length of the pipe. Each layer shall be thoroughly compacted with mechanical tampers or rammers. This method of filling and compaction shall continue until the fill has reached an elevation of at least 12-inches above the top of the pipe. The remainder of the trench shall be backfilled and compacted by spreading and rolling or compacted by mechanical tampers or rammers in layers not to exceed 8-inches. Soil density relations tests and moisture density relations tests may be performed by a testing firm or laboratory and shall be taken as directed in conformance with the compaction requirements specified in subparagraph “COMPACTION” hereinafter. Deficiencies shall be corrected by the Contractor without additional cost to the County.

4.17.2 For pipe placed in fill sections the backfill material and the placement and compaction procedures shall be as specified above and in subparagraph “COMPACTION” hereinafter. The fill material shall be uniformly spread in layers longitudinal on both sides of the pipe not exceeding six inches (6”) in compacted depth and shall be compacted by rolling parallel with pipe or by mechanical tamping or ramming. Prior to commencing normal filling operations the crown width of the fill at a height of 12-inches above the top of the pipe shall extend a distance of not less than twice the outside diameter on each side of the pipe or 12 feet whichever is less. After the backfill has reached at least 12-inches above the top of the pipe the remainder of the fill shall be placed and thoroughly compacted in layers not exceeding 8-inches.

4.17.3 In compacting by rolling or operating heavy equipment parallel with the pipe displacement of or injury to the pipe shall be avoided. Movement of construction machinery over a culvert at any stage of the construction shall be at the Contractor's risk. Any pipe damaged thereby shall be repaired or replaced at the expense of the Contractor.

4.18 COMPACTION

4.18.1 Soil and compaction tests shall be made by a testing laboratory accepted by the County and shall be made at the County's direction and expense. Failed tests shall be rescheduled at the County's direction and retesting shall be paid for by the Contractor. Laboratory tests of the soil shall be made in accordance with ASTM D-1556 or ASTM 2922. Results of the tests shall be furnished to the County by the testing laboratory.

The minimum number of tests required shall be:

Backfill over pipe in traffic areas...1 per 100 If or less for each 4 feet of depth or portion thereof. (Minimum of 2 for any line segment)

Backfill over pipe in non-traffic areas... 1 per 200 If or less for each 6 feet of depth or portion thereof.

The minimum percent of compaction of the backfill material (in accordance to AASHTO T-99) shall be the following:

In traffic areas.....100%

In non-traffic areas.... 95%

4.19 **DRAINAGE STRUCTURES**

4.19.1 Drainage structures shall be constructed of the materials specified for each type and in accordance with the detail shown on the drawings.

4.20 **LEAKAGE**

4.20.1 All visible leaks shall be repaired, regardless of the amount of leakage.

4.21 **CLEANING**

4.21.1 Before acceptance of the storm system it shall be tested and cleaned to the satisfaction of the County. Where any obstruction is met the Contractor will be required to clean the storm pipe by means of jetting or other instruments. The pipe line shall be straight and show a uniform grade.

4.22 **CLOSING PIPE**

4.22.1 When the work or pipe laying is suspended either for night or at other times the end of the storm pipe must be closed with a tight cover. The Contractor will be held responsible for keeping the storm pipe free from obstruction.

4.23 **REGRADE EXISTING DITCH**

4.23.1 Designated existing ditches shall be regarded and shaped to provide a bottom with a uniform slope without depressions that hold water and that conforms to the plan grades. The side slopes shall be smooth and uniform dressed by hand if necessary conforming to the indicated slopes.

4.24 **EARTHWORK**

4.25 **MATERIALS**

4.25.1 General: Where the terms "approved", "suitable", "unsuitable" and similar designations are used in specifications section pertaining to earthwork, it means earth or material designated as being approved, suitable or unsuitable

for their intended use by the County.

4.25.2 Suitable Soil Materials are defined as those complying with ASTM D-2487 soil classification groups: SM, SW, SC, and SP.

- Fill material that will be used in undercut areas under the proposed access roads shall be SM, SW, or SP.
- Fill material that will be used to construct any access roads on raised fill shall be as noted above with the addition of SC.

4.25.3 Unsuitable Soil Materials are defined as those complying with ASTM D-2487 soil classification groups GC, MH, ML, CL, CH, OL, OH, PT. Clays, silts, and organic soils will be considered as unsuitable materials. Excess water in materials will not be a basis for establishing unsuitable material regardless of gradation.

4.25.4 Backfill and Fill Materials shall be suitable soil materials, free of clay, rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter. Suitable materials for earth fill shall generally be composed of sands, clay-sand and silt-sand mixtures.

Prior to placement of any fill material the Contractor shall submit samples for review and approval. Any fill material that is placed prior to approval shall be removed at the Contractor's expense.

4.26 **EXCAVATION**

4.26.1 Excavation is unclassified and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

4.26.2 All excavation shall be in conformity with the lines, grades and cross sections shown on the Plans or established by the County. All suitable material removed in the excavation shall be used as far as practicable in formation of embankment, subgrades and shoulders and at such other places as may be indicated on the drawings or directed by the County.

4.26.3 Unauthorized Excavation consists of removal or loosening of materials beyond indicated subgrade elevations or dimensions without specific directions of the County. Unauthorized excavation, as well as remedial work directed by County, and as specified herein shall be at Contractor's expense.

Under footings, foundation bases, or retaining walls, fill unauthorized excavations by extending indicated bottom elevation of footing or base to the bottom of the excavation, without altering required top elevation.

Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by the County.

- 4.26.4 Additional Excavation: When excavation has reached required subgrade elevations and unsuitable materials exist, carry excavations deeper and replace excavated materials as directed by the County. Dispose of unsuitable material offsite.

The Contractor shall dispose of unsuitable and surplus materials offsite.

- 4.26.5 Dewatering: Prevent surface water and subsurface or ground water flowing into excavations and from flooding project site and surrounding area. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. Do not use trench excavations as temporary drainage ditches.

The Contractor will be responsible for all damage incurred in handling water conditions.

- 4.26.6 Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage and to minimize erosion. Locate and retain soil materials away from edge of excavations.

- 4.26.7 Excavation for Structures: Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10', and extending of sufficient distance from footings and foundations to permit placing and removal of concrete framework, installations to permit placing and removal of concrete framework, installation of services, other constructions, and for inspection.

In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.

- 4.26.8 Proper drainage shall be maintained at all times.

4.27 **BORROW**

4.27.1 Shall be excavated and hauled by the Contractor from his own sources and shall meet the requirements as specified.

4.27.2 Borrow shall be procured by the Contractor.

4.27.3 Contractor shall bear all expenses in developing borrow sources including drying material, haul roads, excavation and hauling.

4.28 **GROUND SURFACE PREPARATION FOR FILL**

4.28.1 All vegetation such as roots, brush, heavy sods, and heavy growth of grass, decayed vegetation matter, rubbish, and other unsuitable material within the areas to be filled shall be stripped and removed prior to beginning the fill operation.

4.28.2 Sloped ground surfaces steeper than 1 vertical to 4 horizontal, on which fill is to be placed shall be plowed, stepped, benched or broken up as directed, in such a manner that the fill material will bond with the existing surface.

4.28.3 Surfaces on which fill is to be placed and compacted shall be plowed, wetted or dried as may be required to obtain the specified compaction.

4.29 **BACKFILL/FILL PLACEMENT OPERATIONS:**

4.29.1 During the placement and compaction of backfill, the Contractor shall take all necessary measures to place backfill and compact it at the proper moisture content so that there will be no pumping of the backfill during placement. No fill shall be placed on top of any fill material that is found to be pumping even if the fill that is being placed is meeting and passing the compaction requirements. If any fill is found to be pumping, it shall be stabilized by the Contractor at no additional cost or time to the County before placing the next lift. Any backfill lifts shall be no more than 12" but shall not exceed the capacity of compaction equipment.

4.30 **FINISH GRADING**

4.30.1 All areas covered by the project including excavated and filled sections and adjacent transition areas shall be smooth graded and free from irregular surface changes.

4.30.2 Degree of finish shall be that ordinarily obtainable from either blade-grader or scraper operations, supplemented with hand raking and finishing, except

as otherwise specified.

4.30.3 The finished surface of unpaved areas shall be not more than 0.05' feet above or below the established grade or designed cross-section. Grading shall be done in order that no ponding will occur.

4.30.4 Ditches shall be finished smooth to reduce erosion and permit adequate drainage.

4.31 **DISPOSAL OF WASTE MATERIAL**

4.31.1 All vegetation, roots, brush, sod, broken pavements, curb and gutter, rubbish, and other unsuitable or surplus material stripped or removed from the limits of construction shall be legally disposed of by the Contractor.

4.32 **PROTECTION**

4.32.1 The Contractor shall be responsible for protection of low grade utilities shown on the drawings or indicated to him by the County at all times during earthwork operations.

4.32.2 Graded areas shall be protected from traffic, erosion, settlement, or any washing away that may occur from any cause prior to acceptance.

4.32.3 Any repair or reestablishment of grades prior to final acceptance shall be at the Contractors expense.

4.33 **COMPACTION TESTING**

4.33.1 General: Compaction of earth fill and all pavement subgrades shall be performed to the percentage of maximum standard of dry densities and to the depths as indicated below:

4.33.2 Roadway Subgrades: 100% Standard (ASTM Test D-698)

4.33.3 Fill under all structures, slabs, and backfill behind walls: 98% Standard (ASTM Test D-698).

A. Unpaved Areas to be grassed, sodded or landscaped: 90% Standard (ASTM Test D-698) full depth.

All other areas not described above: as directed by the Owner.

4.33.4 Moisture Control: All compaction shall be performed at material moisture

contents within 3 percentage points, plus or minus, of optimum. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations. Remove, and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by dicing, harrowing or pulverizing until moisture content to a satisfactory value.

4.33.5 Field Density Tests: Tests shall be made in accordance with ASTM Method D-1556 and/or ASTM 2922. Minimum testing frequency shall be based on the most stringent of the following requirements (as applicable). Additional tests may be required by the Owner in areas he deems critical.

- One every layer of fill,
- One every 200 cubic yards of fill,
- One every 250 square yards of roadway subgrade of fill,

- One every building subgrade
- Areas where degree of compaction is in question

If in opinion of County, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, additional compaction and testing will be required.

4.34 **EROSION and SEDIMENT CONTROL**

4.35 **CHEMICALS FOR DUST CONTROL**

4.34.1 Calcium Chloride, Anionic Asphalt Emulsion, Latex Emulsion or Resin-in-Water Emulsion may be used for dust control.

4.36 **SILT FENCE FABRIC**

4.36.1 Silt fence fabric shall be a woven fabric certified to meet FHWA's Task Force 25 minimum roll average per ASTM-D-4354. The geotextile fabric shall be a woven sheet of plastic yarn, of a long chain synthetic polymer composed of at least 85% by weight propylene, ethylene, amide, ester, or vinylidene chloride, and shall contain stabilizer and/or inhibitors added to the base plastic to make the filaments resistant to deterioration due to ultra-violet and/or heat exposure. The fabric should be finished so that the filaments will retain their relative position with respect to each other. The fabric shall be free of defects, rips, holes, or flaws.

The fabric shall meet the following requirements:

Woven Fabrics

Grab Strength	90 lbs.
Mullen Burst Strength	250 lbs.
UV Resistance	90%
Permittivity	15 gal/min/sf.

Product shall be equivalent to EXXON GTF-180 Fabric or AMOCO Woven Construction Fabric No. 1380.

Silt fencing shall not be placed in waterways or areas of concentrated flow.

4.37 HAY BALES

4.37.1 Hay bales rectangular in shape shall be bound with wire or nylon to securely contain the material. Pine straw bales may be used in lieu of hay bales. Bales shall be placed in a single row, lengthwise, on the contour and embedded in the soil to a depth of four (4) inches. Bales must be securely anchored in place by stake or bars driven through the bales.

4.38 PLASTIC FILTER FABRIC

4.38.1 Plastic filter fabric shall be a pervious sheet of plastic yarn, of a long chain synthetic polymer composed of at least 85% by weight propylene, ethylene, amide, ester, or vinylidene chloride, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistant to deterioration due to ultra-violet and/or heat exposure. The cloth should be finished so that the filaments will retain their relative position with respect to each other. The cloth shall be free of defects, rips, holes, or flaws. During shipment and storage, the filter fabric shall be wrapped in a protective material. The fabric shall meet the following requirements.

Woven Fabrics:

Tensile Strength (any direction)	200 lbs.
Bursting Strength	400 psi
Elongation Before Breaking	15%
Permittivity	4 gal/min/sf

Product shall be equivalent to EXXON GTF-400E or AMOCO Woven Construction Fabric No. 2002.

4.38.2 Seams - Fabric may be sewn together with thread of a material having the same chemical requirements as the material forming the fabric or shall be bonded by cementing or by heat. The strength of the seams shall be equal to that of the unaged fabric. Fabrics to be used under Rip-Rap are allowed to be bonded or sewn together

forming sections not less than six feet wide.

4.39 **STONE**

4.39.1 Stone shall be hard quarry, granite or field stone and shall be of such quality that the stone will not disintegrate on exposure to water or weather. The stone size, type and weight shall be as shown in conjunction with the structure with which it is associated.

4.40 **RIP-RAP**

4.40.1 Rip-rap shall be hard quarry or field stone, and shall be of such quality that they will not disintegrate on exposure to water and weather. The stone shall range in weight from a minimum of 25 pounds to a maximum of 150 pounds. At least 50 percent of the stone pieces shall weigh more than 60 pounds. The stone pieces shall have a minimum plane dimension of 12 inches. The filter fabric for permanent Rip-rap shall be Mirafi 140N or equivalent. Rip Rap shall not be placed on slopes steeper than 1.5 horizontal to 1.0 vertical.

4.41 **GENERAL**

4.41.1 Every effort shall reasonably be employed by the Contractor to control erosion with the use of, but not limited to, terraces, grassing, and silt fencing during the project. All erosion and sedimentation control measures or facilities, whether temporary or permanent, shall be continuously maintained by the Contractor so as to be effective, or as ordered by the County.

4.42 **CONSTRUCTION EXIT**

4.42.1 Construction exits shall be located at the exits of the project to remove mud from the tires of all vehicles leaving the site. The construction exit shall consist of a minimum of six (6) inch thick pad of washed stone meeting Section AASHTO M288-96, Section 7.4, Stabilization Requirements. The aggregate size shall be in accordance with National Stone Association R-2 (1 ½"-3 ½" diameter in size and of the necessary length to accomplish the task for which it is intended. The pad may require periodic top dressing with 2" of similar stone. Geotextiles are required and a Separation/Stabilization fabric to keep the aggregate stone from becoming contaminated with sub grade soils. The geotextile shall be based on AASHTO M288-96 Specifications. The entrance area must be excavated to a depth of 3 inches and be cleaned of all vegetation and roots. Geotextile under-liner must be placed the full length and width of the entrance.

4.43 **DISTURBED AREA STABILIZATION**

4.43.1 Vegetative cover will be placed on completed areas. This vegetative plan will be

carried out on road cut and fill slopes, shoulders, and other critical areas created by construction. Plant grass seed as soon as construction in an area is completed. Planting will be made to control erosion, to reduce damage from sediment and runoff to downstream areas and to improve the safety and beauty of the development area.

4.43.2 Conventional Seeding Equipment - Grade, shape and smooth where needed to provide for safe equipment operation at seeding time and for maintenance purposes. The lime and fertilizer in dry form will be spread uniformly over the area immediately before seedbed preparation. A seedbed will be prepared by scarifying to a depth of 1 to 4 inches as determined on site. The seedbed must be well pulverized, smoothed and firmed. Seeding will be by a cultipacker-seeder, drill, rotary seeder, mechanical seeder, hand seeder or hydro-seeding. Seed will be distributed uniformly over a freshly prepared seedbed and covered lightly. Within 24 hours after seeding, with exception to hydro-seeding, straw or hay mulch will be spread uniformly over the area, leaving about 25 percent of the ground surface exposed. Mulch will be spread with blower-type mulch equipment or by hand and anchored immediately after it is spread. A disk harrow with the disk set straight or a special packer disk may be used to press the mulch into the soil.

4.43.3 Temporary seeding will be comprised of a centipede mixture and applied at a rate of no less than ¼ Lb. per 1000 square feet.

4.44 **DUST CONTROL ON DISTURBED AREAS**

4.44.1 Dust raised from vehicular traffic will be controlled by wetting down the access road with water or by the use of a deliquescent chemical, such as calcium chloride, if the relative humidity is over 30%. Chemicals shall be applied in accordance with the manufacturer's recommendations. Calcium chloride, anionic asphalt emulsion, latex emulsion or resin-in-water emulsion may be used for dust control.

4.45 **SEDIMENT BARRIER**

4.45.1 Sediment barrier shall be constructed of hay bales (pine bales) anchored and embedded into the soil to prevent washout or water washing under the barrier. A minimum of two (2) re-bars, steel pickets or 2" x 2" stakes shall be used per bale and shall be long enough to extend through the bale and be driven into the ground a minimum of 1-1/2 feet. Where two (2) rows are called for, the bales shall be staggered. Bales shall be embedded in the soil to a depth of 4 inches.

4.45.2 Bales shall be placed in a single row, lengthwise, on the contour and embedded in the soil to a depth of four (4) inches. Bales must be securely anchored in place by stakes or bars driven through the bales.

4.46 **SILT FENCE**

4.46.1 Silt fence shall be placed at the approximate locations to reduce run-off and installed in accordance with the Georgia Erosion and Sediment Control Manual recommendations. Type “B” silt fence shall be used. Silt fence shall not be placed in waterways or areas of concentrated flow.

4.47 **STONE PLACEMENT**

4.47.1 The minimum thickness or depth of the stone layer shall be shown on the drawings or the detail with which the device is associated. When used with a plastic filter fabric, the stone placing shall begin in a trench at the bottom of the slope with the filter fabric wrapped in stone. The entire mass of stone shall be placed so as to be in conformance with the lines, grades, and thickness shown on the drawings.

4.48 **RIP-RAP**

4.48.1 Rip-rap shall be placed in accordance with the notes on the drawings. Any rip rap that shall be permanent shall have an underlayment of filter fabric.

4.49 **STORM DRAIN OUTLET PROTECTION**

4.49.1 Storm drain outlets shall have a rock or other energy dispersion device associated with it, as called for on the drawings.

To prevent undermining of the rip-rap apron a separation geotextile shall be used beneath the entire length of apron. The geotextile shall be specified in accordance with AASHTO M288-96, Section 7.5, “Permanent Erosion Control Requirements”.

4.50 **INLET SEDIMENT TRAP**

4.50.1 The Contractor shall erect silt fence at and around inlets under construction. Sufficient quantities of selected devices shall be utilized to completely protect the entire length of the inlet.

4.51 **SITE RESTORATION**

4.51.1 The site shall be restored in a manner suitable to accommodate the erosion control device or system of devices for the use which they are intended.

4.52 **SITE SAFETY**

4.52.1 The Contractor shall incorporate and utilize all necessary fencing and other safety barriers as necessary, or directed by County, to prevent trespassing into potentially dangerous areas of the erosion control area.

4.52.2 While engaged in construction activity, the Contractor shall apply application TA 18 of the Manual on Uniform Traffic Control Devices (MUTCD).

4.53 CONTRACTOR'S RESPONSIBILITY

4.53.1 Contractor shall be responsible for calling in all locates, NO work will commence without a proper locate ticket.

4.52.2 Contractor shall be responsible for contacting those residents that will be directly affected by the work.

4.52.3 Driveway crossings are to be mechanically cut, and replaced with "like and same" construction materials.

4.52.4 Reconstructed driveway crossings will maintain the same depth and width as the original driveway.

4.52.5 In the event that a driveway crossing cannot be completed within a working day, the Contractor will be required to place road rated steel plates on the crossing allowing egress.

4.52.6 Contractor shall be a Licensed Underground Utility Contractor in the State of Georgia.

4.52.7 Contractor assumes all liability to damages to private Property.

4.52.8 Contractor shall make every attempt to leave work site clean and free from debris at the end of each work day.

4.52.9 Work hours shall be Monday through Friday, 8 to 5, excluding legal holidays.

4.52.10 No equipment shall be staged at this location at the end of each day or weekend.

Note: This shall be a unit price contract. Quantities are approximate and payment shall be for actual in-place work measurements.

Commencement and Completion:

WORK SHALL BEGIN WITHIN TEN (10) DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN 90 CALENDAR DAYS AFTER THE TEN DAY PERIOD.

**REMOVE/REPLACE STORM WATER DRAINAGE PIPE AT 208 COMMODORE
DRIVE**

No.	Description	Est. Quantity	U/M	Unit Price	Cost
1	Sediment & Erosion Control, Type "B" Silt Fence	335	FT		
2	Ditch Excavation & Pipe Removal	150	CY		
3	#57 Stone	25	CY		
4	18" Aluminum Pipe Installation	335	LF		
5	Concrete Driveway Repair	5	CY		
6	Back-fill	75	CY		
7	Seeding & Mulching	1200	SQFT		
				TOTAL BID	\$

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

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE/FAX NUMBER

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 **REMOVE/REPLACE STORM WATER DRAINAGE PIPE AT 208 COMMODORE DRIVE (PROJECT)** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

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

_____, _____
Title Name of Bidder

(herein after Company) in consideration of the privilege to bid/or propose on the following Chatham County project procurement **REMOVE/REPLACE STORM WATER DRAINAGE PIPE AT 208 COMMODORE DRIVE** hereby consent, covenant and agree as follows:

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

Signature

Date

ATTACHMENT C
DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

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

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

6. List any contracts not completed on time.

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

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

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

of _____, declare under oath that

Company Name _____

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

Signature

State of _____

County of _____

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

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

DPC Form #45

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 20__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 20__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

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

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

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

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

ATTACHMENT F

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

Name of Bidder: _____

Name of Project: _____

Bid No: _____

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

MBE Total _____

WBE Total _____%

M/WBE Combined _____%

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

Signature _____ Print _____

Phone () _____

Fax () _____

ATTACHMENT G

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

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

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

OR

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

OR

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

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

Signature of Applicant:

Date

Printed Name:

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

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

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

1. ACKNOWLEDGMENT OF ANY/ALL **ADDENDUMS** (Page 3 of ITB).
2. **ORIGINAL SURETY BOND** (5% OF BID) ALONG WITH SURETY REQUIREMENTS SHEET FILLED OUT (Page 23 of ITB).
3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.
4. **LIST OF SUBCONTRACTORS SHEET** FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.
5. **% TO MBE SUBCONTRACTORS/SUPPLIERS SHEET** COMPLETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO MBE/WBE SUBCONTRACTORS/SUPPLIERS.
6. **REFERENCES:** Supply ALL the information that is requested for each Reference. NOTE: *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 G).**
9. **SUBMIT A COPY OF YOUR BUSINESS TAX CERTIFICATE.**
10. **SUBMIT A COPY OF YOUR UNDERGROUND UTILITY LICENSE.**

NAME/TILE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

REFERENCE #1

\$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.

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.
- 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 #2

\$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.

- 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.
- 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 #3

\$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.

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.
- 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.

LEGAL NOTICE
CC NO. 165944
Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **November 4, 2014** and publicly opened in the **Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406**, for: **BID NO : 14-0105-7-REMOVE/REPLACE STORM WATER DRAINAGE PIPE AT 208 COMMODORE DRIVE.**

PRE-BID CONFERENCE: Conference will be held On-site at 208 Commodore Drive, Savannah, Georgia 31410 on October 23, 2014 at 10:00 A.M. You are encouraged to attend.

Bid Bond is required at the time of bid. (5% of total bid)

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

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

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

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

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

MARGARET H. JOYNER, PURCHASING AGENT

SAVANNAH NEWS/PRESS INSERT: October 6, 2014