

INVITATION TO BID

BID NO. 21-0135-7

SOUTHBRIDGE GOLF COURSE STORM PIPE REPLACEMENT PROJECT

PRE-BID CONFERENCE (AUDIO AVAILABILITY ONLY):

10:00 A.M., DECEMBER 2, 2021

BID OPENING: 2:00 P.M., DECEMBER 16, 2021

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

CHESTER A. ELLIS, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER TANYA MILTON

COMMISSIONER LARRY RIVERS

COMMISSIONER AARON R. WHITELY

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER KENNETH A. ADAMS

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

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 DIRECTOR
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1623

Date: November 12, 2021

BID NO. 21-0135-7

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 Director, at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00 P.M., December 16, 2021, Purchasing will open bids at the designated time and bidders may listen to the opening via conference call at 1-888-585-9008, conference room code 743-636-882.** 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.

An **Audio Only Pre-bid Conference** has been scheduled for **December 2, 2021 at 10:00 A.M.**, **Participants may attend by calling 1-888-585-9008, conference room code 743-636-882**, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Bidders attending remotely are asked to mute phones when not speaking, in consideration of others. **You are encouraged to attend.**

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

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

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 Director on or before the time and date specified above.

**Chatham County Purchasing and Contracting
Purchasing Director
1117 Eisenhower Drive
Suite C
Savannah, Georgia 31406**

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

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

- a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2)

days prior to the scheduled pre-bid conference.

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

- 1.5 **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.
- 1.6 **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.
- 1.7 **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 website 24/48 hours after opening at <http://purchasing.chathamcounty.org>.
- 1.8 **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.
- 1.9 **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.
- 1.10 **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.

- 1.11 **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.
- 1.12 **Local Preference:** On 27 March 1998, the Board of Commissioners adopted a Local Vendor Preference Ordinance. The local preference policy was amended in January 2016. 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.**
- 1.13 **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.
- 1.14 **Performance Evaluation:** On 11 April 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date.
- Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Director.
- 1.15 **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.
- 1.16 **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.

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

- 1.18 **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 Director'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 Director for review and resolution. The Chatham County Purchasing Ordinance – Part 9 Vendor Disputes 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 unresponsive 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 Director 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 Director 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 a 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 woman 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/Woman Business Enterprise participation.

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

- c. A Minority/Woman Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/woman individuals and whose daily business operations are managed and directed by one (1) or more of the minority/woman 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, 1117 Eisenhower Drive, Suite 101, Savannah, Georgia 31406, (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:** (Check where applicable)

- X A. **Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.**
- X B. **Contractor(s) shall 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.**

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

**SECTION IV
INVITATION TO BID**

SPECIFICATIONS FOR:

BID NO. 21-0135-7

SOUTHBRIDGE GOLF COURSE STORM PIPE REPLACEMENT PROJECT

4.1 SCOPE OF WORK

- 4.1.1 In coordination with golf course management, access the work area along the approximate route shown on the sketch posted with the bid document. Minimize impacts to golf course area.
- 4.1.2 Construct cofferdam or other dewatering mechanism at end of existing pipe. Existing pipe is some 8'-10' deep at this end, reducing to 5' at the other end. Existing trees shall remain unless removal is directed by the County.
- 4.1.3 Remove existing storm drain pipe. Golf hole will be closed to play during period of removal/replacement/restoration.
- 4.1.4 Install new 24" HDPE pipe
- 4.1.5 Replace concrete cart path
- 4.1.6 Remove cofferdam/dewatering device
- 4.1.7 Sod area of crossing with grass to match existing
- 4.1.8 Work back out from crossing area, restoring damaged areas along the way. Sod areas of course damaged.

NOTE: This shall be a Line Item contract.

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.

CHATHAM COUNTY, GEORGIA BID SCHEDULE **BID NO. 21-0135-7**
SOUTHBRIDGE GOLF COURSE STORM PIPE REPLACEMENT PROJECT

ALL WORK SHALL BE IN ACCORDANCE WITH THE BIDDING AND CONTRACT DOCUMENTS FOR THE FOLLOWING PRICE:

Line	Description	U/M	Est. Qty.	Unit Price	Total
1	Mobilization	LS	Job	Lump Sum	\$
2	Remove Existing CMP	LF	260	\$	\$
3	24: HDPE Storm Pipe	LF	260	\$	\$
4	Remove unsuitable material as directed by County	CY	100	\$	\$
5	Foreign borrow as directed by County	CY	200	\$	\$
6	Remove and replace cart path	SY	10	\$	\$
7	Cofferdam/dewatering	LS	Job	Lump Sum	\$
8	Restoration of work area and access route	LS	Job	Lump Sum	\$
9	Sod	SY	600	\$	\$
10	Field Condition Allowance	LS	Job	Lump Sum	\$5,000
				TOTAL BID	\$

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

 NAME/TITLE

 COMPANY NAME

 ADDRESS

 CITY/STATE/ZIP

 PHONE/FAX NUMBER

 EMAIL

LIST OF SUBCONTRACTORS

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

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

SIGNED: _____
CONTRACTOR

SECTION 02221
EXCAVATION, TRENCHING AND BACKFILL FOR UTILITY SYSTEMS

1. SCOPE:

Under this heading shall be included the excavation, trenching and backfilling required for all underground utility systems.

Utility systems include sanitary sewers, storm sewers, water piping and force mains.

2. GENERAL:

Underground piping and utility systems which are to be installed in trenches whose lowest point of excavation is below the existing ground level, and which are unaffected by an excavation for structures, may be installed at any time during the course of the work. Piping and systems to be installed in or over fill, backfill or new embankments shall not be installed until all earthwork has been completed to rough grade, nor until settlement of the fill or embankment has taken place.

Braced and sheeted trenches and open trenches shall comply with all state laws and regulations, and local ordinances relating to safety, life, health and property. Also, this shall conform to the Occupational Safety and Health Standards for Excavations, Final Rule (29 CFR Part 1926) as printed in the October 31, 1989 issue of the Federal Register.

The sides and bottoms of the trenches shall be protected against any instability which may interfere with the proper laying of the pipe and as necessary for the safety of the workmen and others and as may be necessary to protect adjacent structures. Protective systems for trenches shall be utilized by the Contractor and shall conform with Section 1926.652, 29 CFR Part 1926, Final Rule.

3. LOCATION AND PROTECTION OF UTILITIES AND STRUCTURES:

It shall be the responsibility of the Contractor to acquaint himself with the location of all utilities and structures both present and proposed, also all existing surface structures which may be affected by work under the Contract. The location of any underground structures furnished, shown on the Plans or given on the site are based upon the available records but are not guaranteed to be complete or correct, and are given only to assist the Contractor in making a determination of the existence of underground structures.

Overhead utilities, poles, etc., shall be protected against damage by the Contractor, and if damaged by the Contractor, shall be replaced by him. The Contractor shall notify those who maintain utilities sufficiently in advance of the proposed construction so that they may locate, uncover and disclose such work. If the progress of construction necessitates the removal or relocation of poles, overhead utilities and obstructions, the Contractor shall make all arrangements and assume all costs of the work involved.

The Contractor shall provide for the continuance of the flow of any sewers, drains, water pipes, and water courses, and the like. Where such facilities, water courses, or electric overhead wires or conduits are interfered with by the work of the Contractor, the interruption shall be a minimum and shall be scheduled in advance with the owner and the utility owner.

The Contractor shall restore all facilities interfered with to their original condition or acceptable equivalent. The cost of such restoration or damage caused directly by his work shall be paid for by the Contractor and shall be included in the prices bid for the items to which it pertains.

4. EXCAVATION AND TRENCHING:

a) Excavation.

Excavate all materials encountered. See Article 9 for payment for removal of unsuitable materials.

b) Caution in Excavation.

The Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures in the trench zone may be determined before being damaged. He shall be held responsible for the repair or replacement of such structures when broken or otherwise damaged because of his operations.

c) Subsurface Explorations.

The Contractor shall make explorations and excavations at no additional charge to the Owner to determine the location of existing underground structures.

d) Depth of Trench.

Utilities and other piping shall be laid in open trenches as shown and specified. Trenches shall be excavated to the designated lines and grades, beginning at the outlet end and progressing toward the upper end in each case. Trenches for pipe shall be shaped to the lower 1/3 of the pipe and provide uniform and continuous bearing. Bell holes shall be dug to allow ample room for working fully around each joint.

e) Width of Trench.

Trenches shall be of minimum width to provide ample working space for making joints and tamping backfill. Width on each side of barrel of pipe shall be as shown on the Plans. Sides of trenches shall be closely vertical to top of pipe and shall be sheet piled and braced where soil is of unstable nature. Above the top of the pipe, trenches may be sloped. The width of the trench above this level may be wider for sheeting and bracing and the performance of the work.

f) Alignment and Grade.

Trenches shall be excavated on the alignments shown on the Plans, and to the depth and grade necessary to accommodate the pipes at the elevations shown. Where elevations

of the invert or centerline of a pipe are shown at the ends of a pipe, the pipe shall be installed at a continuous grade between the two elevations.

g) Over Excavation.

Excavation in excess of the depth required for proper shaping shall be corrected by bringing to grade the invert of the trench with compacted coarse, granular material at no additional expense to the Owner. Bell holes shall be excavated to relieve bells of all load, but shall be small enough to ensure that support is provided throughout the length of the pipe barrel.

Excavation in excess of the depths required for manholes and other structures shall be corrected by placing a subfoundation of 1500 psi concrete, at no additional expense to the Owner.

If trenches are excavated to widths in excess of those specified, or if the trench walls collapse, the pipe shall be laid in accordance with the next better class of bedding at the expense of the Contractor.

5. TRENCHES:

Trenches shall be maintained in a safe condition to prevent hazardous conditions to persons working in or around the trench.

Braced and sheeted trenches and open trenches shall comply with all State and Federal Laws and Regulations, and local ordinances relating to safety, life, health and property.

The top portion of the trench may be excavated with sloping or vertical sides to any width which will not cause damage to adjoining structures, roadways, utilities, etc. The bottom of the trenches shall be graded to provide uniform bearing and support each section of the pipe on undisturbed soil at every point along its entire length, except for the portions of the pipe sections excavated for bell holes and for the sealing of pipe joints. Bell holes and depressions for joints shall be dug after the trench bottom has been graded and in order that the pipe rests upon the trench bottom for its full length and shall be only of such length, depth and width for making the particular type of joints. The bottom of the trench shall be rounded so that at least the bottom one-third of the pipe shall rest on undisturbed earth for the full length of the barrel as jointing operations will permit. This part of the excavation shall be done manually only a few feet in advance of the pipe laying by workmen skilled in this type of work.

The sides of all trenches and excavation for structures shall be held by stay bracing, or by skeleton or solid sheeting and bracing according to conditions encountered, to protect the excavation, adjoining property and for the safety of personnel. Bracing and shoring may be removed when the level of the backfilling has reached the elevation to protect the pipe work and adjacent property.

6. DEWATERING AND PROTECTION AGAINST WATER:

The Contractor shall remove water from the site and shall lower the ground water level as necessary to complete the excavations to the required depths and so that all required work can be accomplished in the dry. The Contractor shall do such well construction, well pointing, sheeting, ditching, and pumping, and shall construct necessary drains, channels and sumps to keep his excavations and new structures clear of ground water, storm water or sewage and to keep his construction areas dry during the progress of the Work.

Adequate measures and protection shall be provided by the Contractor to protect his work from damage from uplift due to ground water, storm water, or flood water. Any damages which may result shall be the Contractor's responsibility.

The Contractor shall accept all responsibility for damage to the work of this Contract because of floods and water pressures and other water damages and shall accept all risks of floods and other events which may occur.

All water discharged by pumping operations shall be discharged so as not to interfere with work under this Contract or with existing structures and operations. Water from dewatering operations shall be conveyed to the existing drainage features, using piping and pumping facilities provided by the Contractor.

Route of dewatering pipe shall be subject to the Owner's review. Discharge facilities and water quality shall comply with applicable regulations of State and Federal agencies.

Dewatering operations shall be uninterrupted and continuous during the course of the work so as not to endanger any construction in place or to present a hazard to workmen in and around the site. The Contractor shall take all measures necessary including, but not limited to, standby equipment and constant attendance to ensure that the dewatering system remains operational and effective throughout the period of time that it is required.

No water shall be allowed to run over any uncompleted portions of the work. No units of the work shall be constructed under water. The cost of dewatering shall be included in the price bid for the item of work for which it is required.

7. PILING EXCAVATED MATERIALS:

All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing roadways.

8. LIMIT TO LENGTH OF OPEN TRENCH:

The routine of operation shall be so organized to keep the length of open trench to a practicable minimum.

9. REMOVAL OF UNSUITABLE BEDDING MATERIAL:

Where, in the opinion of the Owner's representative, the subgrade of the pipe trench is unsuitable material, the Contractor shall remove the unsuitable material 6" deep and furnish and

place stone backfill in the trench to stabilize the subgrade. 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. Stone shall be placed 6" deep and 18" wider than the pipe at the barrel. The pipe shall be carefully bedded in the stone as specified or in accordance with the manufacturer's recommendations. Should overdepth excavation be necessary to remove unsuitable material below the specified bedding and to replace it with satisfactory material, the Contractor will be paid for this work, based on the following requirements:

a) Unsuitable materials for bedding are those classified as MH, CH, OL, OH and PT in accordance with the Unified Soil Classification System. Excavated soils that are too wet to compact shall not be classified unsuitable due to high moisture content alone.

b) When the trench is excavated to the plan depth or as required by these Specifications, and soft or other material not suitable for bedding purposes is encountered in the trench, the Contractor shall immediately notify the Owner's representative for inspection and measurement of the unsuitable material to be removed.

c) No overdepth excavation or backfilling of the overdepth excavated trench shall start until proper measurements of the trench have been taken by the Owner's representative for the determination of the quantity in cubic yards of unsuitable material excavated. Backfill material and backfilling shall conform to the requirements specified in Article 12 below.

d) No payment will be made for any overdepth excavation of soft unstable material due to the failure of the Contractor to provide adequate means to keep the trench dry.

e) No payment will be made for any overdepth excavation of the unsuitable material and replacement not inspected and measured by the Owner's representative prior to excavation.

10. BEDDING OF HDPE PIPE:

Pipe shall be laid on foundations prepared in accordance with ASTM C12 as modified herein and in accordance with the various classes of bedding required by the trench width and trench depth for the size of pipe to be laid. Bedding shall be included in the appropriate unit price bid for HDPE pipe.

a) Class "A" Bedding.
Class "A" Bedding shall be achieved by either of the following two construction methods:

1. Concrete Cradle.

The pipe shall be bedded in a monolithic cradle of plain or reinforced concrete having a minimum thickness under the pipe barrel of one-fourth the inside diameter of the pipe but in no case less than 4 inches and extending up the sides to a height of at least one-fourth of the pipe outside diameter. The cradle shall have a width equal to the full width of the

trench as excavated. The pipe shall be laid to line and grade on concrete blocking after which the concrete shall be placed to the limits described. Concrete shall be 3,000 psi concrete.

2. Concrete Arch.

The pipe shall be bedded in crushed stone or rounded gravel bedding material having a minimum thickness under the pipe barrel of one-fourth the outside diameter of the pipe but in no case less than 4 inches and shall extend up the sides of the pipe to the horizontal centerline. The top half of the pipe shall be covered with a monolithic plain or reinforced concrete arch having a thickness of one-fourth the inside diameter of the pipe but in no case less than 4 inches at the crown of the pipe. The arch shall have a width equal to the full width of the trench as excavated.

b) Class "B" Bedding.

Class "B" Bedding shall be achieved by either of two construction methods:

1. The bottom of the trench excavation shall be shaped to conform to a cylindrical surface with a radius at least 2 inches greater than the radius of the outside of pipe with a width sufficient to allow 6/10 of the width of the pipe barrel to be bedded in fine granular fill placed in the shaped excavation. Carefully compacted backfill shall be placed at the sides of the pipe to a thickness of at least 12 inches above the top of the pipe.

2. The pipe may be bedded in compacted crushed stone, placed on a flat trench bottom. The crushed stone bedding shall have a minimum thickness of 1/4 the outside pipe diameter and shall extend halfway up the pipe barrel at the sides. The remainder of the side fills and a minimum depth of 12 inches over the top of the pipe shall be billed with carefully compacted material.

c) Class "C" Bedding.

Class "C" Bedding shall be achieved by either of two construction methods:

1. The pipe shall be bedded in an earth foundation formed in the trench bottom by a shaped excavation which will fit the pipe barrel with reasonable closeness for a width of at least 50 percent of the outside pipe diameter. The side fills and area over the pipe to a minimum of 12 inches above the top of the pipe and shall be filled with compacted fill.

2. The pipe shall be bedded in compacted granular material placed on a flat trench bottom. The granular bedding shall have a minimum thickness of 4 inches under the barrel and shall extend 1/6 of the outside diameter up the pipe barrel at the sides. The remainder of the side fills and to a minimum depth of 12 inches over the top of the pipe shall be filled with compacted backfill. Class "C" Bedding shall be used except where the use of Class "A" or Class "B" bedding is shown on the Plans.

d) Class "D" Bedding.

Class "D" Bedding is achieved by shaping bell holes only on a flat trench and no care is taken to secure compaction at the sides and immediately over the pipe. This type bedding is not permitted.

e) Bell Holes.

Bell holes shall be provided in all classes of bedding to relieve pipe bells of all load, but small enough to insure that support is provided throughout the length of the pipe barrel.

f) Stone Bedding. (Backfill)

Stone Bedding material shall consist of crushed stone or pea gravel, clean and graded, 95 to 100 percent of which shall pass a 3/4 inch sieve with 95 to 100 percent retained on a No. 4 sieve. Bedding material shall be placed on a flat bottom trench and thoroughly compacted by tamping or slicing with a flat blade shovel. Compacted bedding material shall be extended up the sides of the pipe to the heights shown for the various classes of bedding.

g) Overwidth Excavation.

If trenches are excavated to widths in excess of those specified below, or if trench walls collapse, pipe shall be laid in accordance with the requirements for at least the next better class of bedding at the expense of the Contractor.

h) Borrow Backfill.

Borrow backfill will be required if there is not sufficient suitable material available from other parts of the work to backfill the trenches. Borrow backfill from approved borrow pits shall be used. Only those soils in the borrow pits that meet the specified requirements for suitable material shall be used.

11. BACKFILLING:

Backfilling consists of placing suitable materials removed during the excavation into the excavated areas, placing embedment materials and compacting the same to a density equal to or greater than what exists before excavation or as specified herein.

Under backfilling operations is also included removal of excess materials and debris from the site, leveling all depressions caused by operation of equipment and maintaining the backfilled areas until accepted by the Owner.

All backfill material shall be free of stones, concrete and clay lumps larger than 1/3 cubic foot. Roots, stumps and rubbish which will decompose will not be permitted in the backfill. Backfill material shall have its moisture content corrected, as may be necessary before being placed in the trench to bring the moisture content to approximately "optimum" for good compaction. Any rock, stone, concrete, clay lumps larger than 1/3 cubic foot in volume, rubbish and debris shall be removed from the site and disposed of by the Contractor in a lawful manner.

Backfilling operations in this work are referred to herein as Backfilling at the Pipe Zone,

Type "A" and Type "B".

Backfilling in the excavated areas below parts of proposed structures shall be referred to hereinafter as Type "A" Backfilling.

Where trenches cross or extend under structures or into present roadways, future roadways or parking areas as shown on the Plans, the backfilling shall be referred to hereinafter as Type "A" Backfilling.

Backfilling in all other areas shall be referred to hereinafter as Type "B" Backfilling.

a) Backfilling at the Pipe Zone.

Throughout the entire construction, backfilling at the pipe zone shall include bedding and shall be as follows: Backfill material shall be placed below, around each side, and over the top of the pipe, in approximately horizontal layers to a height of 12 inches over the top of the pipe. Layers shall be of such thickness to facilitate the required compaction. This backfill shall be well compacted by using mechanical tamping equipment in such manner as not to damage the pipe, pipe joints or shift the pipe alignment. Workmen shall not be permitted to walk over the pipe until at least 12 inches of compacted fill has been placed over the pipe. The Contractor shall not use water to obtain compaction except for adding water to the backfill material before placing in the trench to bring the moisture content to approximately "optimum" for good compaction.

b) Type "A" Backfilling.

Type "A" backfilling consists of placing sand and gravel or other suitable materials excavated from the trench in the trench in 6 inch thick layers from a point 12 inches above the top of the pipe and mechanically tamped or compacted by rolling until the backfill density after compaction is equal to 100 percent of the maximum density obtainable at optimum moisture content as determined by the Standard Proctor Test (ASTM D698). No water shall be used to secure compaction except for adding water to the backfill material before placing in the trench to bring moisture content to approximately "optimum" for good compaction. Each 6 inch thick layer shall be mechanically tamped before additional backfill material is placed in the excavated area.

c) Type "B" Backfilling.

Type "B" Backfilling consists of placing sand and gravel or other suitable material excavated from the trench in the trench in 12 inch thick compacted layers from a point 12 inches above the top of the pipe. Each 12 inch thick layer shall be compacted before additional backfill material is placed in the excavation. Only mechanical tamping, use of roller or small tractor will be allowed. The density of the backfilled material after compaction shall be not less than 95 percent of the maximum density obtainable at optimum moisture content as determined by the Standard Proctor Test (ASTM D698). Except in the upper 12 inches, water shall be added to backfill material only before being placed in the trench in order to bring the moisture content to approximately "optimum" for good compaction.

12. PROTECTION OF WATER SUPPLY PIPES:

a) Horizontal Separation.

Sewers and force mains shall be laid at least 10 feet horizontally from any existing or proposed water main. The distance shall be measured edge to edge. In cases where it is not practical to maintain a 10 foot separation, such deviation may allow installation of the sewer or force main closer to a water main, provided that the water main is in a separate trench or on an undisturbed earth shelf located on the side of the sewer or force main and at an elevation so the bottom of the water main is at least 18 inches above the top of the sewer or force main.

b) Crossings.

Sewers and force mains crossing water mains shall be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sewer or force main. This shall be the case where the water main is either above or below the sewer or force main. The crossing shall be arranged so that the sewer or force main joints will be equidistant and as far as possible from the water main joints. Where a water main crosses under a sewer or force main, adequate structural support shall be provided for the sewer or force main to prevent damage to the water main.

c) Special Conditions.

When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the sewer or force main shall be designed and constructed equal to water pipe, and shall be pressure tested to assure watertightness prior to backfilling.

13. UTILITY CONSTRUCTION IN OTHER EXCAVATION:

Where utilities are required to be constructed in areas also requiring excavation and backfill for other work, coordinate the work so that the parts come together properly and the construction of the various parts can be done without damage to other parts. Place bedding which will form bearing for pipes, using suitable material and shaping to the lower 1/3 of the pipe to provide uniform and continuous bearing. Compaction of backfill material which will form bearing shall be equal to that specified hereinbefore under Type "A" Backfilling. After the pipe or other utility is placed, backfilling shall proceed as specified hereinbefore following the requirements specified under "Backfilling at the Pipe Zone," "Type 'A' Backfilling", and "Type 'B' Backfilling" as applicable.

14. TESTING:

a) General.

The Owner shall select an approved independent testing laboratory for the purpose of identifying soils, checking densities, and classifying soils materials during construction. All testing will be paid for by the Owner. Copies of all test results shall be furnished to the Contractor and the Owner's representative.

b) Moisture-Density Tests.

Testing shall be in accordance with ASTM Method D698 or such other test as may be acceptable to the Owner. A test shall be performed on each type of material used in the work regardless of source. Tests will be accompanied by particle-size analyses of the soils tested (ASTM Methods D421 and D422). Changes in color, gradation, plasticity or source of fill material will require the performance of additional tests. Copies of all test results shall be furnished to the Contractor and the Owner's representative.

c) Field Density Tests.

Tests shall be made in accordance with ASTM Method D1556 or such other test as may be acceptable to the Owner. Tests shall be made in accordance with the following minimum schedule or as required by the soils technician or as may be directed by the Engineer:

One test for each lift of backfill for each 500 feet of trench or fraction thereof.

d) Submittals.

The soils technicians will submit formal reports of all compaction tests and retests. The reports are to be furnished to the Contractor and the Owner's representative as soon as possible upon completion of the required tests.

This report information is to include but not be limited to the following:

1. Date of the test and date submitted.
2. Location of test.
3. Wet weight, moisture content and dry weight of field sample.
4. Description of soil.

5. Maximum dry density and moisture content of the lab sample which best matches the field sample in color, texture, grain size and maximum dry density.
6. Ratio of field dry density to maximum lab dry density expressed as a percentage.
7. Comments concerning the field density passing or failing the specified compaction.
8. Comments about recompaction if required.

e) Compaction Results.

If any compaction test reveals that fill or backfill is not compacted as specified, the Contractor shall scarify and recompact as required to achieve the specified density. Additional compaction tests shall be made to verify proper compaction. These additional tests, required due to failure of the original test, shall be paid for by the Contractor without reimbursement by the Owner.

The soils technician is to advise the Owner's representative and the Contractor's Superintendent immediately of any compaction tests failing to meet the specified minimum requirements. No additional lift is to be placed on a lift with any portion failing.

15. REMOVING AND RESETTING FENCES:

Where existing fences must be removed to permit construction, the Contractor shall remove such fences. As construction progresses, reset the fences in their original location and to their original condition.

16. PROTECTING TREES, SHRUBBERY AND LAWNS:

Trees and shrubbery along trench lines shall not be disturbed unless absolutely necessary. Trees and shrubbery necessary to be removed shall be properly heeled-in and replanted. Heeling-in and replanting shall be done under the direction of an experienced nurseryman. Where utility trenches cross established lawns, sod shall be cut, removed, stacked and maintained in suitable condition until replaced. Topsoil underlying lawn areas shall likewise be removed and kept separate from general excavated materials. Removal and replacement of sod shall be done under the direction of an experienced nurseryman.

SECTION 02400
STORM DRAINAGE SYSTEM

1. SCOPE:

Under this heading shall be included all operations in connection with the installation of the storm drainage system.

2. EXCAVATION AND BACKFILL:

Excavation and backfilling shall be as specified in Section 02221, Excavation, Trenching and Backfilling for Utility Systems.

3. DELIVERY, STORAGE, AND HANDLING OF MATERIALS:

a) Delivery and Storage.

Materials delivered to site shall be inspected for damage, unloaded, and stored with the minimum of handling. Do not store materials directly on the ground. Inside of pipes and fittings shall be kept free of dirt and debris.

b) Handling.

Materials shall be handled in such a manner as to insure delivery to the trench in sound undamaged condition. Pipe shall be carried to the trench, not dragged. Gasket materials and plastic materials that are not to be installed immediately shall not be stored in the direct sunlight.

4. PIPE FOR CULVERTS AND STORM DRAINS:

Pipe for culverts and storm drains shall be as indicated and shall conform to requirements for the following types.

HDPE Pipe.

Pipe shall be reinforced High Density Polyethylene pipe conforming to ASTM F2648. The pipe shall have a smooth interior and annular exterior corrugations. The pipe shall, as a minimum, be soil tight.

1) Joints.

Joints shall be made by use of a bell and spigot joint meeting ASTM F2648 in combination with a gasket meeting the requirements of ASTM F477. Joints which do not fit tightly and uniformly shall be grouted after that segment of the line has been installed. The

joint shall be, at a minimum, soil tight. All joints shall be wrapped with a two foot wide strip of non-woven filter fabric lapped two feet.

The assembly of the gasketed joint shall be performed as recommended by the pipe manufacturer. The elastomeric gaskets may be supplied separately in cartons or prepositioned in the bell joint or coupling at the factory. In all cases, clean the gasket, the bell or coupling interior, especially the groove spigot area to remove any dirt or foreign material before assembling. Inspect the gasket, pipe spigot bevel, gasket groove, and seating surfaces for damage or deformation. When gaskets are separate, use only gaskets which are designed for and supplied with the pipe. Insert them as recommended by the manufacturer.

Lubricant should be applied as specified by the pipe manufacturer. Align the spigot to the bell and insert the spigot into the bell until it contacts the gasket uniformly.

5. DRAINAGE STRUCTURES:

Drainage structures shall be of the following types, constructed of the materials specified for each type and in accordance with the indicated details.

a) Manholes and Inlets.

Construction shall be of precast reinforced concrete, complete with frames and covers or gratings. Precast concrete manholes and inlets shall be designed for the required depth and to sustain the required wheel loads and/or surface pressures. When manholes and inlets are to be constructed of prefabricated materials, shop drawings shall be submitted for approval before ordering the material.

b) Connection to Existing Inlets and/or Manholes.

Pipe connections to existing inlets and/or manholes shall be in such a manner that the finished work will conform as nearly as practicable to the applicable requirements specified for new inlets and/or manholes, including all necessary concrete work, cutting and shaping.

6. MATERIALS FOR DRAINAGE STRUCTURES:

a) Mortar.

Mortar for connections to other drainage structures, and brick or block construction shall conform to ASTM C270, Type M, except the maximum placement time shall be one half hour.

Hydrated lime may be added to the mixture of sand and cement in a quantity equal to 25 percent of the volume of cement used. Hydrated lime shall conform to F.S. SS-L-351, Type M, or ASTM C141, Type A.

The quantity of water in the mixture shall be sufficient to produce a stiff workable mortar but in no case shall exceed 5 gallons of water per sack of cement. Water shall be clean and free of harmful acids, alkalies, and organic impurities. The mortar shall be used within 30 minutes after the ingredients are mixed with water.

b) Precast Reinforced Concrete Manholes.

Manholes shall conform to ASTM C478 or AASHTO M199. Joints between precast concrete risers and tops shall be flexible plastic gasket and shall provide a flexible watertight joint. Flexible plastic gasket shall be RAM-NEK or equal.

c) Bricks.

Bricks shall conform to ASTM C62, Grade SW; ASTM C55, Grade S-I or S-II; or ASTM C32, Grade MS. 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 a quantity not more than 25 percent of the volume of cement. The joints shall be filled completely and shall be smooth and free from surplus mortar on the inside of the structure. Brick structures shall be plastered with 3/4 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. For round structures, brick shall be laid radially with every sixth course a stretcher course.

d) Frame and Cover or Gratings.

Fabrication shall be from one or more of the material options presented in F.S. RR-F-621, except the malleable cast iron option shall conform to ASTM A220, Grade 40010. Weight, shape, size and waterway openings for grates and curb inlets shall be as indicated on the plans. Frames and covers for curb inlets and for areas not subject to vehicular traffic or storage may be malleable iron if so indicated. Malleable iron frames and covers shall conform to ASTM A220 and shall be of the weight, shape and size indicated.

7. BEDDING:

See Section 02221 "Excavation, Trenching and Backfill for Utility Systems," for additional requirements.

8. PLACING PIPE:

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. Pipe shall be moved horizontally into place by use of a winch or other suitable means. A backhoe bucket or other means which could damage the pipe shall not be used. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary. All pipe in place shall be inspected before backfilling, and those damaged during placement shall be removed and replaced at no additional cost to the Owner. No additional compensation will be given to the Contractor for the required diversion of drainage and/or dewatering of trenches.

9. BACKFILLING:

Backfilling shall be done in accordance with Section 02221, "Excavation, Trenching and Backfill for Utility Systems."

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 **SOUTHBRIDGE GOLF COURSE STORM PIPE REPLACEMENT 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 Presents, that I (We), _____
Name

_____, _____
Title Name of Company

(herein after Company) in consideration of the privilege to bid/or propose on the following
Chatham County project procurement **SOUTHBRIDGE GOLF COURSE STORM PIPE
REPLACEMENT PROJECT** 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 woman owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

ATTACHMENT C
DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

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

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

6. List any contracts not completed on time.

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

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

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

of _____, declare under oath that

Company Name _____

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

Signature

State of _____

County of _____

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

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 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 voluntarily 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 Woman 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

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. SURETY REQUIREMENTS SHEET FILLED OUT (Page 21 of ITB).
3. **ORIGINAL SURETY BOND** (5% OF BID)
4. BID SHEET COMPLETELY FILLED OUT AND SIGNED.
5. **LIST OF SUBCONTRACTORS SHEET** FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.
6. **% 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.
7. **REFERENCES:** Supply ALL the information that is requested for each Reference. NOTE: *Forms for Reference Information are attached to this Bid Package.*
8. **ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG).**
9. **COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE ITB (Attachments A thru G).**
10. **SUBMIT A COPY OF YOUR BUSINESS TAX CERTIFICATE.**
11. **COPY OF W-9.**

NAME/TITLE

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 below.

- a. Project Name: _____
- Location: _____
- Owner: _____
- Address: _____
- City and State: _____
- Contact: _____
- Phone & Fax: _____
- *Architect or Engineer: _____
- Contact: _____
- Phone & Fax: _____
- Email: _____
- b. The awarded bid amount and project start date. _____
- c. Final cost of project and completion date. _____
- d. Number of change orders. _____
- e. Contracted project completion in days. _____
- f. Project completed on time. Yes ___ No ___ Days exceeded _____.
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project? _____ If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? _____ If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

REFERENCE #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 below.

a. Project Name: _____

Location: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone & Fax: _____

*Architect or Engineer: _____

Contact: _____

Phone & Fax: _____

Email: _____

b. The awarded bid amount and project start date. _____

c. Final cost of project and completion date. _____

d. Number of change orders. _____

e. Contracted project completion in days. _____

f. Project completed on time. Yes___ No___ Days exceeded_____.

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

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

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

REFERENCE #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 below.

- a. Project Name: _____
- Location: _____
- Owner: _____
- Address: _____
- City and State: _____
- Contact: _____
- Phone & Fax: _____
- *Architect or Engineer: _____
- Contact: _____
- Phone & Fax: _____
- Email: _____
- b. The awarded bid amount and project start date. _____
- c. Final cost of project and completion date. _____
- d. Number of change orders. _____
- e. Contracted project completion in days. _____
- f. Project completed on time. Yes___ No___ Days exceeded_____.
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project? _____If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? _____If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

LEGAL NOTICE

CC NO. 168488

Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **December 16, 2021** 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 : 21-0135-7- SOUTHBRIDGE GOLF COURSE STORM PIPE REPLACEMENT PROJECT**. Purchasing will open bids at the designated time and bidders may listen to the opening via conference call at 1-888-585-9008, conference room code 743-636-882.



PRE-BID CONFERENCE: Conference call has been scheduled for December 2, 2021, at 10:00 A.M. Participants may attend by calling 1-888-585-9008, conference room code 743-636-882. **You are encouraged to attend.**

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.

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

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

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

MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH NEWS/PRESS INSERT: November 16, 2021