



WATER, SEWER, STORMWATER LINE REPAIR

EVENT NO. 5512

SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for an annual contract for water, wastewater, and storm water line repair requirements for the City of Savannah. These repair requirements will augment work performed by City crews and will be used during heavy workload times and/or emergency situations.

Sealed bids will be received by the City of Savannah in the office of the Purchasing Director, third floor, City Hall until 1:30 PM EST on Tuesday, October 31, 2017. The names of the respondents will be read aloud at 1:30 PM of the same day and no further bids will be accepted. The Minority Employment Provisions will be evaluated and those bids found to be in compliance with the Minority Employment Provisions shall be opened and read aloud at 1:30 PM EST on Tuesday, November 7, 2017. **No electronic responses will be accepted for this event.**

A pre-bid conference has been scheduled to be conducted at the Purchasing Office, City Hall, third floor, 2 East Bay Street, Savannah, Georgia 31401. This meeting will allow contractors to discuss the specifications and resolve any questions and/or misunderstandings that may arise with City staff. You are invited to attend.

- 4.1 In general, the work will consist of four (4) types of repairs: Point repairs, pipeline replacement, manhole repairs, and/or replacement, and sewage lift station valve and wet well repairs. However, the work is not limited to these types of repairs.
- 4.2 In all cases, the City representative will generally describe the work, location, and timing requirements involved. A mutually agreed upon approach including the scope of equipment necessary for the repair will be determined for each job. The contractor shall provide a written estimate of the total anticipated repair costs prior to beginning work on each project. No separate payment shall be made for time expended in the development of written estimates.

The contractor shall appoint one individual to act as the contractor's representative in regard to this contract. This individual must be approved by the City. This individual shall be available for contact by phone at all times during the duration of the contract, 24 hours a day, seven (7) days a week, 365 days per year, including weekends and holidays. Contact numbers for this individual and for a secondary or back-up person shall be provided to the City.

The contractor shall submit a list of a minimum of four (4) jobsite superintendents to the City accompanying their bid. These individuals shall have the authority to act on behalf of the contractor. Each of these individuals shall each have a minimum ten (10) years of verifiable experience in underground utility installation and repair. These individuals shall be OSHA certified competent persons and one of these persons shall be on each active City jobsite at all times during construction. Failure to comply with these provisions may result in the termination of this contract at the City of Savannah's sole

discretion. A description of experience and copies of all safety certifications for both safe trenching and confined space entry shall be provided for each proposed superintendent. Each bidder shall provide a list including a minimum of four (4) qualified superintendents to the City with their bid on Attachment 1 in order to be qualified and considered for award of this contract. Attachment 1 must be included with a bid to be further considered.

The contractor shall submit a certified affidavit accompanying their bid with verbiage to the affect that all persons employed by their company have verified employment eligibility documentation on the Form I-9, as required by the Immigration Reform and Control Act of 1986. Contractors found to have violated federal law by knowingly employing persons who do not have a legal right to work in the United States shall immediately be subject to contract termination.

4.3 **Drug Screening**

4.3.1 **Drug Screening Requirements:** The contractor shall not assign or refer any individual, (whether as a contract employee, independent contractor, or in any other capacity), to perform services in any public right of way or at any facility or property owned by the City of Savannah without that individual having completed drug screening in conformance with the Drug Free Workplace Act of 1988. The contractor shall be responsible to ensure that each such drug screening is conducted in accordance with all applicable laws, including the Drug Free Workplace Act of 1988. Drug screening shall be accomplished by the contractor at no additional cost to the City of Savannah.

4.3.2 **Time of Certification:** A Drug Free Workplace Certification shall be submitted to the City of Savannah Risk Management Department and the City of Savannah Purchasing Department prior to the contractor receiving final award of this contract. All drug screens shall be conducted professionally and in a manner designed to produce accurate and complete results. The contractor shall certify in writing whether or not the employees he/she submits are eligible for task assignment to City of Savannah worksites, property, and facilities. A contract employee's privilege to work at any City of Savannah property being granted is contingent upon an eligible certification from the contractor.

4.3.3 **Time of Drug Screening:** The drug screening shall have been completed not more than 30 business days prior to the date that the contractor submits the certification to the City of Savannah and is good for one (1) calendar year after this date. This certification shall be resubmitted upon any renewal(s) of the contract. The contractor must also certify the existence of a random drug screening program for all employees engaged on City worksites. Additionally, the City of Savannah reserves the right to require the contractor to drug screen any of its employees engaged on City of Savannah worksites at any time during the term of the contract when reasonable suspicion exists that an employee may be under the influence of drugs or alcohol. Drug screening shall be mandatory when the contractor's employees are involved in accidents in which City property is damaged or injuries occur to any person on City of Savannah worksites. All contract employees involved in such accidents shall be immediately drug screened. Failure to comply with these requirements may result in the immediate termination of the remaining portion of the contract and or disbarment of the contractor from participation in future contracts at the sole discretion of the City of Savannah.

4.3.4 **Drug Screening:** The contractor's employees must pass a five (5) panel NIDA drug screening prior to working on City property. The contractor must provide drug test results and background screening documents within 24 hours of a request made by the City.

4.3.5 **Form of Certification:** To satisfy the requirements of this Section, the contractor's certification

shall be made by a duly authorized representative and agent of the contractor and shall be provided on the contractor's letterhead.

- 4.3.6 **Positive Results:** In the event that the drug screen of the contractor's employee indicates positive results, the contractor shall promptly notify the City of Savannah Risk Management Department of the employee's ineligibility to work on City of Savannah worksites. The City of Savannah does not consider the contractor's employees or agents that test positive for illegal drugs or alcohol to be eligible for task assignment on City of Savannah work sites. Contract employees who test positive shall not be allowed to work on City of Savannah worksites for the remainder of the contract term or for a minimum of six (6) months. A second positive test for any contract employee on subsequent contracts shall result in permanent revocation of contract work privileges on City of Savannah property.
- 4.3.7 **Records:** For each employee or agent for whom the contractor provides a certification, the contractor shall retain all reports, records, and documents the contractor obtained or created as part of its effort to comply with this Section, (supporting records), for a period of one (1) year from the date of the certification. Upon request by the City of Savannah Risk Management Department, the contractor shall make all such supporting records, whether in computerized format or otherwise, available for review by the City of Savannah for audit purposes, within five (5) business days of such request.
- 4.4 The contractor shall be responsible for the removal and replacement of grass, shrubbery, fences, and any other obstacle deemed necessary by the City to provide proper execution of the work. The City will be responsible for removal of City owned trees on public property. The City may, at its option, elect to have the contractor restore grassed surfaces based on the per square yard price submitted as part of this bid. The unit price for grassing/sod shall include all costs of labor and equipment necessary to perform proper grading and soil preparation for sod placement. No separate payment shall be made for labor and equipment used to install grass and sod. The contractor shall be responsible for proper backfill and compaction requirements based on all applicable GDOT and City of Savannah standards of all excavations using suitable backfill material. Testing (compaction and soils) costs shall be the City's responsibility if required and so directed by the City or GDOT. The contractor shall supply all trucks and equipment to procure and transport suitable fill, stone, and other necessary materials and to remove unsuitable material from the jobsite at no additional cost to the City. Costs for material transport shall be included in the unit price for suitable fill, stone, other necessary materials, and unsuitable material removal. Removal of unsuitable material shall be paid under the unsuitable fill removal line item. Unsuitable material shall be defined as any and all soil, concrete, asphalt, and other deleterious materials removed by the contractor that cannot be reused in the execution of the work as determined by the City. The contractor shall be responsible for removal and lawful disposal of unsuitable material. No separate payment shall be made for transport of unsuitable material. At no time shall unsuitable material be placed on City streets, rights of way, or on private property adjacent to the work. The contractor shall be responsible for all damages caused to pavement and other structures by the operation of its equipment. Unsuitable material shall be immediately loaded into dump trucks and removed from the worksite at the time of excavation or removal. Supporting documentation in the form of certified dump tickets shall be required for payment for disposal of unsuitable material and accompany pay requests for same. Dump tickets shall clearly state the volume of disposed material in cubic yards. All work performed by the contractor shall be in compliance with City of Savannah Engineering Department standard specifications.
- 4.5 The contractor shall be responsible for full depth saw cutting and removing to straight, clean lines any and all pavement required during repair jobs. The contractor shall be responsible for proper base preparation.
- 4.6 The contractor must provide a complete well point system when required for groundwater removal. Well

point systems shall not be used without prior approval from the City. A test hole may be required prior to well point installation, if deemed necessary by the City. Groundwater shall be drained to a proper location, such as a storm drain, storm canal, etc. in accordance with current local, state, and federal law. The transportation of soil and debris by well point systems or other pumping equipment to the City's storm system is unlawful and shall not be permitted. The contractor shall provide adequate shoring and/or sheeting for trench work. No separate payment shall be made for shoring or sheeting. All construction work must be in compliance with the Occupational Safety and Health Act of 1974 as well as all current OSHA, local, state, and federal regulations.

- 4.7 If requested, the contractor shall provide all materials required for repairs including piping, valves, joint material, suitable backfill material, stone, graded aggregate base (GAB), and all other materials incidental to the work and necessary to meet all current specifications of the City of Savannah. However, the City does reserve option to provide materials for a given project at the City's discretion. All materials used in the work must be new and suitable for the intended use and must meet all current specifications of the City of Savannah Engineering Department.
- 4.8 All work shall be inspected by the City representative before trench backfill. The contractor shall notify the City representative prior to backfilling. The successful bidder(s) must make submittals for City approval of materials to be used. It is envisioned that this approval will be a blanket approval for the contract and will not be needed on each individual job, subject to City inspections.
- 4.9 The contractor shall be responsible for any and all damages that result from repair work performed, and shall indemnify and save harmless the Mayor and Aldermen of the City of Savannah in all claims resulting from the execution of repairs for the City of Savannah including, but not limited to, the following: Sewage back-ups into residences or businesses, sewage spills, lack of proper barricading and traffic control, flooding, pavement, curb and gutter damage, tree damage, damage to public and private property, etc.
- 4.10 The City reserves the right to award this contract to a primary, secondary, and tertiary vendor, if deemed advantageous.
- 4.11 The City reserves the right to reject proposed sub-contractors based on price, qualifications, experience, responsiveness, and historical performance on City projects. The City will weigh these factors and be the sole judge as to an individual sub-contractor's suitability.
- 4.12 Each bidder must indicate a total hourly wage rate for each crew hour spent on a job. A crew is defined as a minimum of four (4) people including a superintendent (see section 4.2 for Superintendent Requirements), a pipe layer, an equipment operator, and a laborer. Crew time shall be calculated based on the time a crew arrives on a job site and begins work until the time the crew stops work for the day. No more than ten (10) hours may be worked by a crew per day without the express, written approval of the City of Savannah. No separate payment shall be made for crew travel time. In the event that the contractor cannot supply a four (4) person crew as described above, the contractor shall immediately notify the City of the situation, and a deduction will be applied to the hourly wage rate in the amount of 25% per absent crew member for the period of time a full crew is not in place. An approved superintendent shall however be on site at all times while work is in progress. A wage rate for emergency and non-emergency jobs shall be indicated. Emergency rates will be paid as follows: 7:00 pm to 7:00 am Monday through Friday. Saturday and Sunday work will be paid at the emergency rate for the entire time work is in progress. Emergency response requests shall be initiated and authorized by the City in writing prior to beginning work. No payment shall be made for unauthorized emergency work. No more than one (1) crew shall ever be placed on a single job site without the express, written permission of the City of Savannah.

Wage rates for additional laborers shall also be submitted. This wage rate shall include all wage classifications involved and shall include all miscellaneous tools and equipment needed to perform the

job.

- 4.13 Each bidder must indicate the percentage of markup from their procurement cost for parts, materials, and subcontractor services used under this contract. Original invoices from the original supplier for parts/materials shall be included with each invoice. Delivery tickets and summary invoices will not be accepted as verification for payment. Bidders must also understand that percent markup shall not apply to disaster related efforts for which the City will seek reimbursement from FEMA. Material charges for disaster related efforts shall be billed at cost.
- 4.14 No separate payment shall be made for items which may normally be required for proper execution of repair work under this contract. These items include, but are not limited to the following: Trench boxes and necessary shoring to include timber poles, steel I beams, steel sheeting, and other necessary shoring members, steel road plates, air compressors, jack hammers, rotary/core drills, concrete and pavement saws, concrete and cement mixers, soil compactors, small pumps (less than 8" diameter), cables, chains, slings, and small hand tools. Specialized equipment needed to perform specialized tasks may be rented upon approval of the City at the City's discretion. Payment shall be made under the materials line item based on the actual rental cost of the equipment plus contractor material mark-up where applicable. Invoices for all rented specialized equipment shall be furnished for payment. No payment for rented specialized equipment shall be made without original supporting invoices. There shall be no separate payment for mobilization or transportation of equipment or crews.
- 4.15 Equipment rental rates will be compensated for days that work crews are on site and performing construction tasks in which the equipment is being actively used. There shall be no separate payment for mobilization or transportation of equipment or crews.
- 4.16 The standard work day shall begin at the time the crew arrives on the job site and begins working until the crew stops working for the day. The time calculated for payment of a standard work day shall not include work stoppages for lunch breaks, rest breaks, or contractor equipment failure. The City shall pay for actual working time only. A standard work day is defined as ten (10) hours of labor. For equipment rental on days less than ten (10) hours, the City will prorate equipment rental charges.
- 4.17 On any specific job, the City reserves the right to solicit estimates from the secondary or tertiary vendor if initial estimates from the primary vendor are deemed excessive at the sole discretion of the City. A lower estimate from the secondary or tertiary vendor may result in the job being awarded to this vendor at the City's sole discretion. The City also reserves the right to solicit bids outside of this contract for specific jobs, if deemed appropriate.
- 4.18 The contractor shall be responsible for all GDOT permits. The contractor shall be responsible for providing, erecting, and maintaining MUTCD and GDOT compliant traffic control items such as barricades, signs, and flagmen, and will comply with all applicable federal, state, and local laws, as required and for the purpose of maintaining traffic flow. The contractor shall not use City of Savannah owned barricades to guard worksites. Furthermore, the contractor shall coordinate the maintenance of traffic flow with the City of Savannah Traffic Engineering Department and secure a right-of-way permit for each individual project from same. All flagmen shall be Georgia State Certified. Traffic control device costs shall be compensated under the "Materials" line item. Every traffic control device used on each project shall be listed on the project invoice to include the price for each individual device used per day. Lump sum, per project traffic control charges shall not be accepted for payment.
- 4.19 It is anticipated that all jobs awarded to the successful contractor will require trenches of six feet (6') or deeper.
- 4.20 The City reserves the right to inspect each bidder's facilities and/or equipment prior to bid award.

- 4.21 Response time on non-emergency jobs shall not exceed 72 hours from notification. For emergency jobs, response time shall not exceed four (4) hours. Response time is defined as having required manpower and equipment on site ready to begin work. The response times specified include weekends and holidays. Excavation work shall not commence without a valid underground utility locate. Emergency and non-emergency underground utility locate requests, as applicable, shall be initiated by the contractor immediately upon receiving a repair request from the City. In the event that the primary contractor fails to meet the above response requirements, the City may contact the secondary and tertiary contractors as necessary at the sole discretion of the City and immediately proceed with the execution of the work.
- 4.22 The successful contractor must provide a 100% non-prorated warranty covering all parts and labor for at least one (1) year.

4.23 **Hurricane Provisions**

In the event of a hurricane or other natural disaster, the City will have special needs in this area. Each bidder must commit to place the City's requirements in a high priority classification. Each bidder shall submit as a condition of consideration of their bid, its plan for responding to such emergency situations and shall provide and address the following items at a minimum:

- A list of staff and equipment available for immediate response.
- Ability to supply additional crews/equipment to augment normal staffing.
- Ability to respond in a timely manner (i.e. on-site timing of first crew, additional crews, etc.).
- Impact on pricing for emergency situations. While it is expected that contract pricing for normal crews will be honored, possible use of non-local crews/equipment may require a different structure for these crews.

The quality of responses and commitments in this section will be factored into the overall consideration of the award of this contract.

- 4.24 The contractor or any subcontractor submitting a bid for utility contracting, as defined in O.C.G.A. Section 43-14-2 to a utility system as defined in said section, shall conform to O.C.G.A. Section 43-14-8.2 et seq. with reference to Utility Contractor's Licenses and shall submit the bid with license numbers, as issued by the Division of Utility Contractors, on the bid proposal form as provided by O.C.G.A. Section 43-14-8.2(h). Utility contracting means a proposal to perform utility work, the cost of which exceeds \$100,000.00, to a utility system as defined in O.C.G.A. Section 43-14-2(17).

A Utility Contractor's License number is required for this contract.

4.25 **Insurance Requirements**

4.25.1 **Comprehensive General Liability**

Contractor shall carry comprehensive general liability on an occurrence form with no "x, c or u" exclusions with the following minimum limits:

- Each occurrence - \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense - \$5,000
- Personal & Adv Injury - \$1,000,000

- General Aggregate - \$2,000,000
- Products – Completed Ops. Aggregate - \$2,000,000

General aggregate shall apply on a per project basis.

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate.

A 30-day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate.

4.25.2 **Commercial Automobile Liability**

The automobile policy must include coverage for owned, non-owned, and hired automobiles.

- Minimum limits are \$1,000,000
- Contractor will provide a Certificate of Insurance reflecting required coverage.
- A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate
- A 30- day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

4.25.3 **Workers Compensation**

Contractor shall carry a worker's compensation policy including all statutory coverage required by Georgia state law.

Minimum employer's liability limits:

- \$500,000 each accident
- \$500, 000 each employee (disease)
- \$500, 000 policy limit (disease)

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate.

A 30-day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate.

4.25.4 **Umbrella/Excess Liability**

Contractor shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability and employer's liability.

Minimum limits: \$1,000,000 per occurrence
\$1,000,000 aggregate

Contractor will provide a Certificate of Insurance reflecting required coverage.

Waiver of subrogation endorsement to the policy in favor of the City shall also be provided and

attached to the certificate.

A 30-day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate.

4.25.5 General: All insurance shall be placed with Georgia admitted carriers with a current Best's rating of A(minus), X, or better. Any modifications to specifications must be approved by the City.

4.26 **General Specifications**

All invoices shall have a description of the work performed, the quantity and rate for all labor hours, the number of days and rate for all equipment used and the quantity and price for all materials used to include original invoices from the original supplier of all materials used. Photocopies of invoices for materials shall not be accepted for payment. A clean, legible, type-written daily job summary on the contractor's letterhead shall be included with each invoice. Hand-written, marked-up or corrected invoices and job summaries will not be accepted. The daily job summary shall include a detailed description of each day's activities including the start and stop time for all work completed, the quantity and description of each piece of equipment used, a detailed description of all materials installed as part of the job, the names and titles of all Contractor personnel working on the jobsite and the names of all persons visiting the jobsite, to include City personnel. Weather characteristics for each work day shall be included in the report. Each report shall be certified accurate and signed and dated by the Contractor's jobsite Superintendent and the Contractor's Representative. No request for payment shall be considered unless accompanied by the daily job summary as specified above. No request for payment submitted later than (90) ninety calendar days after project closure, as determined by the City, shall be accepted.

4.27 This is an annual contract. Prices shall remain firm. This agreement may be renewed for up to three (3) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory. The first term of this contract shall begin upon award and shall end on December 31, 2018. All remaining renewal options, if exercised, shall begin on January 1 and end on December 31 of each subsequent year.

4.28 **Bonding**

(A) Each bidder shall post a bid bond, certified check or money order made payable to the City in the amount of 5% of the bid price. A company check is not acceptable. No bids shall be read or considered without a proper form of security.

(B) No bond, certified check, or U.S. Money Order is required.

(C) Bidder shall post a payment / performance bond, certified check or money order payable to the City 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 requirements of the contract including timely delivery, performance specifications and warranty requirements. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.

(D) Bidder shall post a performance bond, certified check or money order in the amount of 5 % of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.

Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia, approved by the City, and must be executed on the attached forms. At the discretion of the

City, other forms of security may be considered in lieu of a performance bond.

4.29 Minority/Woman Business Enterprise Goals: The City of Savannah has established a 9% M/WBE goal for this project. The breakdown is as follows: 6% MBE participation, 3% WBE participation. **Bidders must submit their non-discrimination statement and proposed schedule of M/WBE participation in a separate sealed envelope to be further considered.**

5.0 General Conditions

5.1 The bid response must include the following documents in this order:

- Bid Proposal Form
- Exception Sheet
- Non-Discrimination Statement (In a separate sealed envelope marked MWBE provisions)
- Proposed Schedule of M/WBE Participation (In a separate sealed envelope marked MWBE provisions)
- Other submittals as stated

All referenced documents must be completed and returned in their entirety to constitute a complete bid.

5.2 Original invoices should be sent to:

City of Savannah
Accounts Payable
P.O. Box 1027
Savannah, Georgia 31402

5.3 The vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation. All addenda issued for this event must be acknowledged in order for a bid to be considered.

5.4 To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at www.savannahga.gov.

5.5 This contract will be awarded to the vendor offering the lowest net price to the City, and meeting or exceeding all specifications herein.

EXCEPTION SHEET

Event #5512

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title

BID PROPOSAL FORM

(SUBMIT AS THE COVER SHEET)

City of Savannah Purchasing Department
3rd Floor, City Hall
P. O. Box 1027
Savannah, Georgia 31402
ATTN: Purchasing Director

EVENT NUMBER: 5512

Business Location: (Check One)

Chatham County
 City of Savannah
 Other

ALL BIDDERS MUST BE REGISTERED VENDORS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.

MANUALLY SUBMITTED BIDS MUST BE SUBMITTED ON THIS BID PROPOSAL FORM IN ORDER TO BE CONSIDERED.

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

**DO YOU HAVE A BUSINESS TAX CERTIFICATE ISSUED IN THE STATE OF GEORGIA?
(CHECK ONE) YES: _____ NO: _____**

**FROM WHAT CITY/COUNTY _____
TAX CERTIFICATE #: _____ FED TAX ID #: _____**

**INDICATE LEGAL FORM OF OWNERSHIP OF BIDDER (STATISTICAL PURPOSES ONLY):
CHECK ONE: _____ CORPORATION _____ PARTNERSHIP
_____ INDIVIDUAL _____ OTHER (SPECIFY: _____)**

**INDICATE OWNERSHIP STATUS OF BIDDER
(CHECK ONE):**
_____ NON-MINORITY OWNED _____ ASIAN AMERICAN
_____ AFRICAN AMERICAN _____ AMERICAN INDIAN
_____ HISPANIC _____ OTHER MINORITY (describe) _____
_____ WOMAN (non-minority)

Do you plan to subcontract any portion of this project? Yes _____ No _____

If yes, please complete the attached schedule of M/WBE participation. Also complete the schedule if you will be using any M/WBE suppliers.

ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.

Signature

Date

***This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.**

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY THE CITY OF SAVANNAH FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF BID SPECIFICATIONS.

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1.	Crew wage rate (non-emergency)	5,000 HR		
2.	Additional laborers (per each)	20 HR		
3.	Crew wage rate (emergency)	50 HR		
4.	Materials – Water/Sewer/Storm Water	500,000 LOT		
5.	Digging Equipment (Large)	400 DAY		
6.	Rubber Tire Backhoe/Ladder	400 DAY		
7.	Subcontractors	50,000 LOT		
8.	Well Point System	4 DAY		
9.	Grassing/Sod	200 SY		
10.	No. 57 Stone	1,000 TON		
11.	Graded aggregate base (GAB)	1,000 TON		
12.	Select fill – Water/Sewer/Storm Water	2,000 CY		
13.	Unsuitable fill removal – Water/Sewer/ Storm Water	3,000 CY		

TOTAL BID \$ _____

PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS

(Minimum of 10 working days must be allowed for discount to be considered in bid award)

___ Less ___ % ___ Days Prompt Payment Discount (if offered) (_____)

___ Net - 30 Days (no discount offered) - 0 -

TOTAL NET BID \$ _____
=====

TIME REQUIRED FOR DELIVERY AFTER RECEIPT OF ORDER: _____ DAYS

DO YOU HAVE THE REQUIRED INSURANCE? _____

HAVE YOU INCLUDED ATTACHMENT 1 PER SECTION 4.2? _____

PLEASE INDICATE YOUR PERCENT MARKUP AS A WHOLE NUMBER: _____

HAVE YOU INCLUDED AN HOURLY RATE SHEET PER SECTION 4.13? _____

HAVE YOU INCLUDED YOUR HURRICANE PROVISIONS PER SECTION 4.23? _____

PLEASE PROVIDE APPLICABLE LICENSE NUMBER(S) PER SECTION 4.24.

I certify this bid complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

Please Print Name

Authorization Signature

Date

***THIS PAGE TO BE SUBMITTED IN THE SEPARATE SEALED ENVELOPE MARKED
MWBE PROVISIONS***

NON-DISCRIMINATION STATEMENT

The bidder certifies that:

- (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 any bid submitted to the City of Savannah or the performance of any 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 in contracting with this company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this company may hereafter obtain and;
- (6) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Signature

Title

***THIS PAGE TO BE SUBMITTED IN THE SEPARATE SEALED ENVELOPE MARKED
MWBE PROVISIONS***

PROPOSED SCHEDULE OF M/WBE PARTICIPATION

All M/WBEs listed **must be certified as a minority-owned or women-owned business** by the City of Savannah or a federally-recognized or state-level certifying agency (such as USDOT, State DOT, SBA 8(a) or GMSDC) that utilizes certification standards comparable to the City of Savannah **prior** to the due date of this bid. **Other business certifications that do not specify majority woman or minority ownership may not be substituted. Proof of M/WBE certification from the certifying agency is required to accompany the bid.** A firm that has submitted an application for M/WBE certification but has not been certified is not qualified as a certified M/WBE and will not be recognized as such during the City's evaluation process. To expedite verification, please provide accurate phone numbers for all M/WBEs listed and ensure firms understand contact will be made following bid submittal.

Name of Proposer: _____ Event No. _____
Project Title: _____

NOTE: Unless certified through the City of Savannah M/WBE Program, proof of M/WBE certification must be attached for all firms listed.

Name of M/WBE Participant	Name of Majority Owner	Telephone	Address (City, State)	Type of Work Sub-Contracted	Estimated Sub-contract Value	MBE or WBE	Certified ? (Y or N)	Certifying Agency? (City of Sav. or Other)
					%			
					%			
					%			
					%			
					%			
					%			

MBE Participation Value: _____ % WBE Participation Value: _____ % M/WBE Participation Value: _____ %

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah. The Prime's subcontractor that subcontracts work must enter into a formal agreement with the tier subcontractor identified herein for work listed in this schedule. The Prime may count toward the goal any tier of M/WBE subcontractors and/or suppliers that will be utilized in the contract work. However, when an M/WBE subcontracts part of the work, the value of the subcontracted work may **only** be counted toward the goal **if the tier subcontractor is an M/WBE.** Any work an M/WBE firm subcontracts to a non-M/WBE firm **will not count toward the M/WBE goal.** It is the responsibility of the Prime contractor to advise all M/WBEs of this requirement and to ensure compliance by subcontractors.

Joint Venture Disclosure

If the prime bidder is a joint venture, please describe the nature of the joint venture, the level of work and the financial participation to be provided by the Minority/Female joint venture firm in the space provided below.

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____
Signature: _____ Date: _____
Title: _____ Email: _____
Telephone: _____ Fax: _____

The Minority/Women Owned Business Office is available to assist with identifying certified M/WBEs. Please contact the M/WBE Office at (912) 652-3582. The City of Savannah's certified M/WBE registry is posted on its website @ www.savannahga.gov.

Developing a Strong M/WBE Participation Plan

Key facts every bidder/proposer needs to know prior to developing their M/WBE Participation Plan:

1. All bidders/proposers must submit a "Proposed Schedule of M/WBE Participation" which identifies the minority and/or woman-owned companies that have agreed to participate in the project if awarded. All companies listed on the form must be certified as either minority-owned and controlled or woman-owned and controlled. The City does not accept a company's "self-identification" as minority or woman-owned.
2. **Proof** of M/WBE certification from the certifying agency is required to accompany the bid; and certification must have been completed by the City of Savannah, a federally-recognized or a state-level certifying agency (USDOT, State DOT, SBA 8(a) or GMSDC) utilizing certification standards comparable to the City of Savannah.
3. The certification must have been approved prior to the due date of this bid. A firm that has submitted an application for certification but has not been certified will not be counted toward the M/WBE goal.
4. The M/WBE Office **will be contacting all M/WBE firms** included in the bidder's M/WBE Plan to confirm each: a) was contacted by the bidder/proposer; b) performs the type of work listed; and c) agreed to participate.
5. To expedite the verification process, bidders/proposers need to: provide accurate phone numbers for all M/WBEs listed; ensure M/WBEs know to expect to be contacted by phone and email; request M/WBEs be accessible during the critical period before bid-opening; and advise M/WBEs that City staff **must** receive the M/WBE's confirmation that the firm agreed to participate in the bid/proposal in order for the prime contractor to receive credit toward their proposed M/WBE participation goals.
6. If a proposed M/WBE cannot be confirmed as certified, performing the type of work described or agreeing to participate, the bidder/proposer will be notified and given a pre-determined period to submit a correction. If an M/WBE still cannot be confirmed or replaced, the proposed percentage of participation associated with the unverified M/WBE firm will **not be counted** and **will be deducted** from the overall proposed M/WBE goal.
7. Any tier of M/WBE subcontractors or suppliers that will be utilized in the contract work may count toward the MBE and WBE goal **as long as the tier subcontractors/suppliers are certified M/WBEs**. Work that an M/WBE subcontracts to a non-M/WBE firm does **not** count toward the M/WBE goal.
8. M/WBEs must perform a "**commercially useful function**" which is the provision of real and actual work or products, or performing a distinct element of work for which the business has the skills, qualifications and expertise, and the responsibility for the actual management and supervision of the work contracted.
9. Per the *Proposed Schedule of M/WBE Participation* "the undersigned (bidder/proposer) will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah." **This signed commitment is taken seriously by the City**, so do not list M/WBEs you do not plan to utilize. Any proposed changes must be pre-approved by the M/WBE Office, be based on legitimate business-related reasons, and still meet the M/WBE participation goals per the City's contract.
10. A bidder who is a certified M/WBE may count toward the goal the portion of work or services on a City contract that is actually performed by the M/WBE, including: the cost of supplies/materials purchased or equipment leased for contract work, fees for bona fide services such as professional or technical services, or for providing bonds or insurance specifically required for the performance of a City contract.
11. If awarded the contract, the MWBE Office **will be reviewing your company's subcontracts, invoices and payment records** to substantiate the completion of work and payment of M/WBEs. If the prime contractor is an M/WBE that is being included in its M/WBE goal, the prime contractor must maintain records **that will be inspected** to prove the portion of work performed, cost of work, and payments to the prime company.
12. Most bids for goods and materials do not have specific MWBE goals established for the contract. If no goals are include in the scope of work or General Specifications, you are not required to submit MWBE participation but ~~encouraged~~ do so when the opportunity is available. The City maintains this information for statistical purposes only and it is not reflected in the award decision.

CONTRACTOR AFFIDAVIT AND AGREEMENT
Employment Eligibility Verification

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 contracting with the City of Savannah has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Savannah, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Savannah at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY:

Contractor Name

Date

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

* * * * *

Instructions for Completing Contractor Affidavit and Agreement Form

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf.) The new rules designate the “Employment Eligibility Verification (EEV) Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES>. Bidders shall comply with this new rule and submit with your bid the attached “Contractor Affidavit and Agreement.”

Affidavit Verifying Status for City of Savannah Benefit Application

By executing this affidavit under oath, as an applicant for a City of Savannah, 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 City of Savannah 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 nonimmigrant 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:

***Instruction for Completing Systematic Alien Verification
for Entitlement (SAVE) Form***

O.C.G.A. § 50-36-1, requires Georgia's cities 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 City are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

Section 01205

**CONTRACT BOND
PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
(hereinafter called Principal), and _____, a surety
company duly qualified and authorized under the laws of the State of Georgia to act as
Surety on bonds (hereinafter called the Surety) are held and firmly bound unto THE
MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation created
and existing under the laws of the State of Georgia (hereinafter called the Owner) in the
penal sum of _____ Dollars
(\$_____) lawful money of the United States of America, to be paid to THE
MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation as
aforesaid, for the payment whereof well and truly to be made we do bind ourselves, our
respective executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

SIGNED, SEALED AND DELIVERED this ____ day of _____ 20__, A.D.

NOW THEREFORE, the condition of this obligation is such that whereas the said
PRINCIPAL _____ has entered into that
certain contract with THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH for the
_____, a copy of said
contract being attached hereto and made a part hereof the same as if set forth fully herein.

NOW THEREFORE, if the above bonded Principal and the said SURETY,
_____, shall in all respects faithfully and fully
perform the terms and conditions of the said contract on their part and shall pay to THE
MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, all costs, expenses, damages,
and injuries sustained by said Owner by reason of any failure on the part of the said
Principal to fully perform said contract and shall indemnify and save harmless the Owner
from any and all liability of any nature, kind and character which may be incurred in the
performance or fulfillment of such contract or other such liability resulting from negligence
or otherwise on the part of such kind, character and description which may be incurred by
the Owner in making good any and every default which may exist on the part of the
Principal in connection with the performance of said contract, and further shall promptly
make payments to all persons supplying the said Principal or any subcontractor labor,
materials and supplies used directly or indirectly by said Principal or any subcontractors in
the prosecution of the work provided for in said contract; then this obligation shall become
null and void; else to remain in full force and effect.

Any failure or default on the part of the Principal in the payment of any lawful claim or any
person supplying the said Principal or any subcontractor with labor, material and supplies
used directly or indirectly as aforesaid in the prosecution of the work provided for in said
contract, shall give such person a direct right of action against the Principal and Surety

under this obligation; provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one year from the date on which final payment under the contract falls due.

It is further covenanted and agreed that any alterations or additions made under said contract or in the work to be performed thereunder or the granting of any extension of time for the performance of the contract or any other forbearance by or on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extensions, or forbearance is hereby expressly waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

IN WITNESS WHEREOF, the said _____,
as Principal, has caused these presents to be executed by its proper offices and its corporate seal hereunto affixed, and the said _____,
as Surety, has caused these presents to be signed in its name by its attorney in fact, under its corporate seal, this ____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED
In the presence of:

	_____ PRINCIPAL (SEAL)
	BY: _____
_____ As to the Principal	ATTEST: _____
	_____ Surety
	BY: _____ (SEAL) Its Attorney in Fact
_____ As to the Surety	BY: _____ Attorney in Fact/Georgia Resident Agent

(If a corporation, a raised corporate seal must be affixed.)

Section 01210

**CONTRACT BOND
PAYMENT**

KNOW ALL MEN BY THESE PRESENTS, that we, _____, (hereinafter called Principal), and _____, a surety company duly qualified and authorized under the laws of the State of Georgia to act as Surety on bonds (hereinafter called the Surety) are held and firmly bound unto **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation created and existing under the laws of the State of Georgia (hereinafter called the Owner) in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, to be paid to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation as aforesaid, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20____, A.D.

NOW THEREFORE, the condition of this obligation is such that whereas the said PRINCIPAL _____ has entered into that certain contract with **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** for the _____ a copy of said contract being attached hereto and made a part hereof the same as if set forth fully herein.

NOW THEREFORE, if the above bonded Principal and the said SURETY, _____, shall in all respects faithfully and fully perform the terms and conditions of the said contract on their part and shall pay to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, all costs, expenses, damages, and injuries sustained by said Owner by reason of any failure on the part of the said Principal to fully perform said contract and shall indemnify and save harmless the Owner from any and all liability of any nature, kind and character which may be incurred in the performance or fulfillment of such contract or other such liability resulting from negligence or otherwise on the part of such kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said contract, and further shall promptly make payments to all persons supplying the said Principal or any subcontractor labor, materials and supplies used directly or indirectly by said Principal or any subcontractors in the prosecution of the work provided for in said contract; then this obligation shall become null and void; else to remain in full force and effect.

Any failure or default on the part of the Principal in the payment of any lawful claim or any person supplying the said Principal or any subcontractor with labor, material and supplies

used directly or indirectly as aforesaid in the prosecution of the work provided for in said contract, shall give such person a direct right of action against the Principal and Surety under this obligation; provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one year from the date on which final payment under the contract falls due.

It is further covenanted and agreed that any alterations or additions made under said contract or in the work to be performed thereunder or the granting of any extension of time for the performance of the contract or any other forbearance by or on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extensions, or forbearance is hereby expressly waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

IN WITNESS WHEREOF, the said _____,
as Principal, has caused these presents to be executed by its proper offices and its corporate seal hereunto affixed, and the said _____,
as Surety, has caused these presents to be signed in its name by its attorney in fact, under its corporate seal, this _____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED

In the presence of:

_____(SEAL)
PRINCIPAL

BY: _____

As to the Principal ATTEST: _____

Surety

BY: _____(SEAL)
Its Attorney in Fact

As to the Surety

BY: _____
Attorney in Fact/Georgia Resident Agent

(If a corporation, a raised corporate seal must be affixed.)

ATTACHMENT 1

The contractor shall submit a list of a minimum of four (4) jobsite superintendents to the City accompanying their bid. These individuals shall have the authority to act on behalf of the contractor. Each of these individuals shall each have a minimum ten (10) years of verifiable experience in underground utility installation and repair. These individuals shall be OSHA certified competent persons and one of these persons shall be on each active City jobsite at all times during construction. Failure to comply with these provisions may result in the termination of this contract at the City of Savannah's sole discretion. A description of experience and copies of all safety certifications for both safe trenching and confined space entry shall be provided for each proposed superintendent. Each bidder shall provide a list including a minimum of four (4) qualified superintendents to the City with their bid on Attachment 1 in order to be qualified and considered for award of this contract. Attachment 1 must be included with a bid to be further considered.

1. Superintendent name: _____
Have you attached a resume or other documentation demonstrating a minimum of ten (10) years of verifiable experience in underground utility installation and repair? _____
Have you attached proof of OSHA certification? _____

2. Superintendent name: _____
Have you attached a resume or other documentation demonstrating a minimum of ten (10) years of verifiable experience in underground utility installation and repair? _____
Have you attached proof of OSHA certification? _____

3. Superintendent name: _____
Have you attached a resume or other documentation demonstrating a minimum of ten (10) years of verifiable experience in underground utility installation and repair? _____
Have you attached proof of OSHA certification? _____

4. Superintendent name: _____
Have you attached a resume or other documentation demonstrating a minimum of ten (10) years of verifiable experience in underground utility installation and repair? _____
Have you attached proof of OSHA certification? _____

The contractor shall also submit a certified affidavit accompanying their bid with verbiage to the affect that all persons employed by their company have verified employment eligibility documentation on the Form I-9, as required by the Immigration Reform and Control Act of 1986. Contractors found to have violated federal law by knowingly employing persons who do not have a legal right to work in the United States shall immediately be subject to contract termination.