

**Event No. 8666 – Water, Sewer, Stormwater Line Repair
Bidder’s Checklist – Envelope 1 Requirements**

This checklist shall be attached to the outside of Envelope 1 of a bid. Failure to complete, sign and attach this checklist may result in a bid being deemed nonresponsive.

**Electronically submitted bids, if allowed, do not require this checklist. Please see event summary online to determine if electronic responses will be accepted. **

Firm name: _____
 Contact person: _____
 Address: _____
 Phone number: _____
 Email address: _____

Envelope 1 must contain the following documents:

Initials	Document
	Section 1310 – Disadvantaged Business Employment Provisions
	Non-Discrimination Statement
	Proposed Schedule of DBE Participation
	Good Faith Effort Form and Log (if applicable)
	Current City of Savannah Tax Certificate

By signing below, bidder is attesting that all items listed in the checklist above have been included in Envelope 1.

Signature: _____ Date: _____



**Event No. 8666 – Water, Sewer, Stormwater Line Repair
Bidder’s Checklist – Envelope 2 Requirements**

This checklist shall be attached to the outside of Envelope 2 of a bid. Failure to complete, sign, and attach this checklist may result in a bid being deemed nonresponsive.

Firm name: _____
 Contact person: _____
 Address: _____
 Phone number: _____
 Email address: _____

Envelope 2 must contain the following documents:

Initials	Document
	Bid Proposal Form, Including Acknowledgement of Any Addenda
	Exception Sheet
	Contractor Affidavit and Agreement (Employee Eligibility Verification)
	Affidavit Verifying Status for City of Savannah Benefit Application
	Attachments
	Certifications/Licenses
	Insurance
	Any Other Requirements as Stated in the Specs

By signing below, bidder is attesting that all items listed in the checklist above have been included in Envelope 2.

Signature: _____ Date: _____

WATER, SEWER, STORMWATER LINE REPAIR

EVENT NO. 8666

SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for an annual contract for water, wastewater, and stormwater 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.

To enter pricing manually, complete the attached bid proposal form. Bids must be submitted on the bid proposal forms contained in these specifications in order to be considered. **No electronic responses will be accepted for this event.**

The City of Savannah has established a 20% DBE goal for this project of which at least half 10% should be met by a Local DBE. A good faith effort must be made to achieve both goals. Please make sure that the 1310 form is filled out and legible and please double-check the email addresses and phone numbers to see if they are correct.

A pre-bid conference has been scheduled. This meeting will allow contractors and City Staff to discuss the specifications and address any issues that may have arisen. 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 regarding this contract. This individual must be approved by the City. This individual shall be always available for contact by phone 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 a secondary or backup 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 -(Attachment 1). These individuals shall have the authority to act on behalf of the contractor. Each of these individuals shall each have a minimum of 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 always on each active City job site 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 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 effect 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 the 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 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 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 the 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 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 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 the 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 Georgia Department of Transportation (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 job site 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 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 the removal and lawful disposal of unsuitable material. No separate payment shall be made for the 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 the pavement and other structures by the operation of its equipment. Unsuitable material shall be immediately loaded into dump trucks and removed from the work site 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 of 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 concrete and pavement required during repair jobs. The contractor shall be responsible for proper base preparation.

- 4.6 The contractor must provide a complete wellpoint system when required for groundwater removal. Wellpoint systems shall not be used without prior approval from the City. A test hole may be required prior to wellpoint 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 wellpoint 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 the 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 job, subject to City inspections.
- 4.9 The contractor shall be responsible for any 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 subcontractor'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 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 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 that may normally be required for the 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 beam, steel sheeting, and other necessary shoring members, steel road plates, air compressors, jackhammers, 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 workday 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 workday 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 workday 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 to maintain traffic flow. The contractor shall not use the 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 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 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 the 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 placing 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 emergencies and shall provide and address the following items at a minimum:

- A list of staff and equipment is 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.

The 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 B Est'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 workday 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.

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 **Satisfaction of DBE Goals; Good Faith Effort**

The City of Savannah has established a 20% DBE goal for this project of which at least half (10%) should be met by a Local DBE. A good faith effort must be made to achieve both goals. Please make sure that the 1310 form is filled out and legible and please double check the email addresses and phone numbers to see if they are correct.

The process by which the City determines whether an Offeror has met the City's DBE goal is set forth in the guidelines below:

- a. A bid/proposal shall be considered non-responsive unless a bidder/proposer meets either the DBE goal established for the contract or demonstrates good faith effort to meet the DBE goal.
- b. In order to meet the DBE goal of a solicitation, a bidder/proposer entity must submit the following information:
 - i. The names and addresses of each DBE that will participate in the contract.
 - ii. A description of the work that each DBE will perform.
 - iii. The percentage of the contract value that each DBE will receive.

- iv. Written documentation, in a form acceptable to OBO, of the bidder's commitment to use each DBE whose participation the bidder/proposer submits to meet the contract goal; and
 - v. Written confirmation, in a form acceptable to OBO, from each DBE that it will participate in the contract as indicated by the bidder/proposer.
- c. The bidder/proposer should submit the above information as follows:
- i. Under sealed bid procedures, the information should be provided with the sealed bid response; or
 - ii. Under requests for letters of interest or requests for proposals, the information should be provided with the initial letter of interest or proposal.
- d. If the information required by section (b) above is not provided in accordance with section (c) above, the information must be provided to the City of Savannah within three (3) business days after the Office of Business Opportunity notifies the bidder/proposer that it has not provided all the required information with its response. Failure to provide the City of Savannah with this information within such three (3) business days may be cause for the response to the solicitation to be deemed non-responsive.
- e. Determination of Good Faith Effort.
- i. A bidder/proposer shall not be denied award of a contract due to failure to meet the assigned contract goal if the bidder timely (within the timeframes provided in paragraphs (c) and (d) above, as applicable) provides documentation demonstrating the bidder's/proposer's good faith effort to meet the goal, as determined by the Program Coordinator. In making such determination, the Program Coordinator shall consider the quality, quantity, and extent of the various efforts that the bidder/proposer has made to meet the goal.
 - ii. The efforts that may be considered by the Program Coordinator include, but are not limited to:
 - 1. Soliciting through activities such as attendance at pre-bid meetings, advertising, or written notices, the interest of certified DBEs (or DBEs eligible for certification) that have the ability and capacity to perform the contract work. The bidder/proposer must solicit this interest in a timely manner to allow the DBEs to respond to the solicitation. The bidder/proposer must take appropriate steps to follow up initial solicitations of DBEs.
 - 2. Identifying the portions of the contract that could reasonably be performed by a DBE in order to increase the likelihood that the DBE goals will be achieved. This may include, where appropriate and commercially practicable, separating contract work items into segments more appropriate for participation by DBEs.

3. Providing each interested DBE with adequate information about the plans, specifications, and requirements of the contract in a timely manner.
 4. Negotiating in good faith with each interested DBE. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and explaining why an agreement could not be reached with an interested DBE to perform the work. The fact that there may be some additional costs involved in subcontracting with DBEs is not in itself sufficient reason for a bidder's/proposer's failure to meet the contract DBE goal, as long as such additional costs are reasonable, as determined by the Program Coordinator in his or her sole discretion.
- iii. In determining whether a bidder/proposer has made a good faith effort, the Program Coordinator may also consider the level of participation proposed by the bidder/proposer and the level of participation proposed by other bidders/proposers. The closer the bidder's/proposers proposed participation is to the goal or to the proposed participation by other bidders/proposers, the greater the indication of good faith by the bidder/proposer.

5.0 General Conditions

5.1 The bid response shall include all documents required in the bidder's checklist. 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 # 8666

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
305 Fahm Street
P. O. Box 1027
Savannah, Georgia 31402
ATTN: Purchasing Director

EVENT NUMBER: 8666

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 DBE participation. Also complete the schedule if you will be using any DBE 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)	10,000 HR		
2.	Additional laborers (per each)	20 HR		
3.	Crew wage rate (emergency)	50 HR		
4.	Materials – Water/Sewer/Storm Water	1,000,000 LOT		
5.	Digging Equipment (Large)	1,000 DAY		
6.	Rubber Tire Backhoe/Ladder	400 DAY		
7.	Subcontractors	500,000 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	4,000 CY		
13.	Unsuitable fill removal – Water/Sewer/Storm Water	8,000 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

**SECTION 01310
LOCAL DISADVANTAGED BUSINESS EMPLOYMENT PROVISIONS**

The City of Savannah actively encourages employment and participation of small and local disadvantaged businesses in all City contracts. Attention of the bidders is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, subcontracts, and opportunities for project area residents.

It is the policy of the City of Savannah that local disadvantaged business enterprises (L/DBEs) be given fair opportunity to participate in the performance of services for the City, and that prime contractors utilize L/DBE subcontractors and suppliers to the fullest extent possible consistent with the efficient performance of the contract. The City of Savannah has established a % DBE goal for this project of which at least half (%) should be met by a Local DBE.

In order to determine compliance, bidders shall **submit the following completed documents in a separate sealed envelope** clearly marked with the bid number, project name and number and marked **(Section 1310 Local Disadvantaged Business Employment Provisions)** with their bid:

1. Non-discrimination statement (Sec. 01310-3) and;
2. Proposed schedule of local disadvantaged business enterprise participation (Sec. 01310-4) and;
3. Documentation of Good Faith Efforts [**Submit only if the goals are not met.**]

Failure to submit the required documents shall result in the bid not being read or considered.

Suggestions to help meet the goal:

- ✓ Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of LDBEs.
- ✓ Advertising in general circulation media, trade association publications, or disadvantaged business enterprise media to solicit bids from L/DBE subcontractors or suppliers. **[Advertisement should appear at least 10 days prior to bid due date unless the City's solicitation period is shortened.]**
- ✓ Designating portions of the work for L/DBE subcontracting in trades with established availability of LDBE subcontractors.
- ✓ Providing a minimum of 10 days notice prior to the Bid due date to LDBEs when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

Any attempt to submit false information, will result in a recommendation that the bidder be debarred from participating in future City contracts.

The contractor is required to fulfill any LDBE utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. **Written approval is required prior to any substitution.**

The contractor will maintain records and information necessary to document compliance with Good Faith Effort requirements, and the City shall have the right to inspect such records.

Any LDBE listed in the completed form entitled "Proposed Schedule of LDBE Participation" (Section 01310-4) must be certified by an approved agency such as USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of LDBE certification such as a certificate or letter from the certifying agency is required to accompany the bid. A firm that has submitted an application for certification or an application for certification under review but has not been certified is not qualified as a certified LDBE and will not be recognized as such during the City's evaluation process.

No bidder shall enter into an agreement with any LDBE that would in any way limit the LDBE's opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the bidder non-responsive to this bid solicitation.

The following resources are available to aid bidders in complying with this section:

The State of Georgia Department of Transportation maintains a website listing of Disadvantaged Business Enterprises located at www.dot.ga.gov/PS/Business/DBE

Chatham County Purchasing Department maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 652-7860.

GA Tech Procurement Assistance Center maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 963-2524.

Savannah/Hilton Head International Airport Commission maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 964-0514 or visit the website at www.savannahairport.com

NON-DISCRIMINATION STATEMENT

The prime contractor / 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, women, and individuals belonging to other socially and economically disadvantaged groups;
- (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

PROPOSED SCHEDULE OF L/DBE PARTICIPATION

Any L/DBE listed in this completed form must be certified by an approved agency such as City of Savannah (M/WBE), USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of LDBE certification such as a **certificate or letter from the certifying agency is required to accompany the bid**. A firm that has submitted an application for certification or an application for certification under review but has not been certified is not qualified as a certified L/DBE or M/WBE and **will not be** recognized as such during the City's evaluation process.

Name of Prime Bidder/Proposer: _____ Event No. _____

Project Title: _____

**** NOTE: Proof of certification must be attached to this completed form for all firms listed in the table below.**

Name of DBE Participant Firm	Telephone	Email	Address (City, State)	LOCAL DBE? (Y/N)	Type of Work Sub-Contracted	Sub-contract Value (%)	Sub-contract Value (\$)
						%	
						%	
						%	
						%	
						%	
						%	
Total Base Bid							\$
Total Proposed DBE Subcontracts							\$
Bidder's Proposed DBE Participation							%
Proposed Local DBE Subcontracts							\$
Bidder's Proposed Local DBE Participation							%

The undersigned will enter into a formal agreement with the LDBE Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with the Mayor and Aldermen of the City of Savannah. The Prime's subcontractors' subcontractors must enter into a formal agreement with the tier subcontractor identified herein for work listed in this schedule. It is the responsibility of the Prime contractor to ensure compliance by all subcontractors.

Joint Venture Disclosure

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

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Local Disadvantaged Business Enterprise

GOOD FAITH EFFORT

Prime Company Name

Bid Date

Project Name

Event Number

If you have failed to secure L/DBE participation or if your L/DBE participation is less than the City's project goal, you MUST complete this form.

If the bidder's method of compliance with the L/DBE goal is based upon demonstration of a good faith effort, the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the City. Compliance with each item, 1 through 4 below, shall satisfy the Good Faith Effort requirement absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the bidder.

This form must be submitted in its entirety with supporting documentation in a separate sealed envelope with your bid prior to the time of bid opening. Failure to comply will result in the bid being considered non-responsive and the bid will not be read or considered.

- 1.) Please list each and every subcontracting and/or supplier opportunity (DO NOT LIST NAMES OF FIRMS) which will be used in completion of this project, regardless of whether it is to be provided by a LDBE or non LDBE.

(Use additional sheets, if necessary)

List of:
Subcontracting Opportunities

List of:
Supplier Opportunities

2.) Did you obtain a current list of LDBE firms?

Yes

Date of Listing ____/____/____

No

Source _____

3.) Please indicate subcontract or supplier list categories for which potential LDBE bidder lists were provided? Provide detail of how these LDBEs were solicited.

_____	_____
_____	_____
_____	_____

4.) **Please attach the following:**

(1) Completed Good Faith Effort Log see: 1310-7 Log

(2) Evidence of solicitation to prospective LDBE firms, such as advertisements, copies of solicitation letters, faxes, emails and other to substantiate efforts.

DEMONSTRATION OF GOOD FAITH EFFORTS MUST INCLUDE ALL ITEMS OUTLINED IN THIS SECTION.

**SECTION 01437
LDBE PARTICIPATION REPORT**

IMPORTANT NOTICES

- The LDBE Participation Report (Form 01437) must be submitted to the City of Savannah **Contract Analyst and the Office of Business Opportunity** with each pay request. Failure to submit this form can result in no credit toward contracted LDBE requirements and a possible delay in monthly progress payments.
- The Prime Contractor/Consultant **may not change LDBE firms without prior written approval of the City.** Contractors/Consultants may use the Add/Change of LDBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of LDBE Participation (Section 01310). Any unauthorized substitution of LDBE subcontractors can result in withholding of payments for up to 30 days until compliance is reestablished.
- **Documentation providing proof of payments to LDBEs for work on this project shall be kept on file and available for inspection by City staff.**

PROJECT NAME & NUMBER: _____ DATE _____ REPORT NO. _____

PRIME CONTRACTOR/CONSULTANT _____ CONTRACT AMOUNT (\$) _____

OVERALL DBE GOAL 20% MINIMUM LOCAL DBE Goal 10% CHECK THIS BOX If this is the final project report. End Date: _____

LDBE INFORMATION						LDBE PAYMENTS			
APPROVED LDBEs	DESCRIPTION OF WORK or SUPPLIES	LDBE CONTACT PERSON	LDBE CONTACT PHONE #	LDBE CONTACT EMAIL	LOCAL Y/N	ORIGINAL SUBCONTRACT AMOUNT	PAYMENT DATE(S)	TOTAL PAID THIS PERIOD	TOTAL PAID TO-DATE

Total Overall DBE Paid to Date: \$ _____ Total
Local DBE: \$ _____ %

CONTRACTOR: I hereby certify this information is true and correct; and supporting documentation is on file and available for inspection by the City at any time.

SIGNED _____ TITLE _____ DATE _____ CONTACT # _____

CITY OF SAVANNAH

This report has been reviewed for LDBE contract compliance.

SBO Compliance Coordinator _____ DATE _____

**CITY OF SAVANNAH
INSTRUCTIONS TO CONTRACTOR/CONSULTANT**

To receive credit toward contracted LDBE goals, the Prime Contractor/Consultant must complete and submit this form with each Request for Periodic Payment, beginning with the first payment request. An additional copy of this section must be submitted to **the SBO Compliance Coordinator**. The Office of Business Opportunity may be contacted by phone at (912) 652-3582 or by fax at (912) 651-3175. **Failure to submit this form may result in no credit toward the contract LDBE requirements and a delay in monthly progress payment.**

1. Project Name: The official name of the project as stated on the contract
2. Date: Date Report is being submitted
3. Report Number: Reports must be consecutively numbered.
4. Contract Amount: Total amount of the contract to be paid to the Prime Contractor/Consultant by the City of Savannah for completion of the project.
5. LDBE Goals: Enter the contracted LDBE Goals per the signed agreement.
6. Final Project Report: Place an "X" or checkmark in this box when the project has been completed and the report submitted is the final payment report. Enter the date of project completion.
7. LDBE Information: ONLY LDBEs that have been verified and approved by the City of Savannah Office of Business Opportunity, from the Prime Contractor's/Consultant's "Proposed Schedule of LDBE Participation" may be included on the payment report. NO SUBSTITUTIONS OR CHANGES IN GOALS MAY BE MADE without prior written approval by the City.
8. LDBE Payments: Enter the actual amount of the subcontract agreement for each approved LDBE, the date of any payments occurring within the report period, the amount of the payments to each LDBE during this period and the total each LDBE has been paid-to-date.
9. Earnings-to-date: Enter the total amount paid to date to all LDBE subcontractors.
10. Contractor Certification: The contractor or his authorized representative must sign this form prior to submittal. Signature indicates that all information is true and correct and documented proof of all information is on file and available for City of Savannah review at any time.

GENERAL INFORMATION

The prime contractor/consultant may not change LDBE firms without prior written approval of the City of Savannah Office of Business Opportunity. Approval cannot be obtained from the City's Project Manager, Contract Analyst or other City of Savannah employees. Contractors/Consultants must use the Add/Change of LDBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of LDBE Participation (Section 01310). **Any proposed changes must meet established LDBE goals and conform to contract regulations and LDBE Program Requirements.**

If the prime contractor/consultant in its bid/proposal included any second or lower tier subcontractor/sub-consultant/supplier towards meeting the goal, it is the sole responsibility of the prime contractor/consultant to ensure all LDBE firms have been reviewed and approved by the City of Savannah and to document all subcontracting/sub-consulting and/or supplier participation dollars counted towards the goal, irrespective of tier level. Upon completion of the work, a final "LDBE Participation Report" will be required and submitted with the final pay request.

As per the City's contract, the City's SBO policy, and signed participation reports: the prime contractor/consultant certifies all LDBE payment information to be true and correct, to have all supporting documentation on file and to make copies of this documentation available to the City of Savannah. **Prime contractors/consultants will periodically be required to provide copies of payment documentation** for LDBEs being counted

toward the LDBE goal (including the prime contractor/consultant, if it is a LDBE and being counted toward the goal). Failure to comply with the City's request to provide the required documentation may cause the City to withhold payments due the prime contractor/consultant until compliance is attained. Payment documentation includes but is not limited to:

- signed sub-contracts with LDBEs being utilized in meeting the project's LDBE goals
- LDBE invoices for payment related to the project
- proof of payment of LDBE invoices related to the project

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://verify.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: _____

ATTEST: _____

As to the Principal

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.