



## CITY of POOLER

— GEORGIA —

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### LEGAL NOTICE

#### Invitation to Bid

Sealed bids will be received for **Pooler Parkway / Quacco Road Widening Project** in the office of the City Clerk at the City of Pooler City Hall, 100 US Highway 80, Pooler, GA, 31322 at 2:00 PM on February 5, 2025, at which time they will be publicly opened and read. A **mandatory** pre-bid conference will be held at Pooler City Hall, Second Floor Training Room, 100 US Highway 80, Pooler, GA 31322 at 2:00 PM on January 8, 2025. **Only official plan holders will be allowed to attend the pre-bid conference.**

The work will include all equipment, materials, supplies, labor, and all other costs associated with construction of approximately 8,800 linear feet of four-lane roadway. The roadway includes the addition of a signalized intersection, signal modifications, sidewalks, multi-use trail, drainage improvements, installation and maintenance of erosion, sediment and pollution control BMPs and final site stabilization from Blue Moon Crossing to the terminus past Canal Bank Road.

Bidding documents must be purchased at **Clayton Digital Reprographics (CDR)** by accessing [www.cdrepro.com](http://www.cdrepro.com). For Technical Support contact Clayton Digital Reprographics at (912)-447-5445. CDR will maintain the official plan holders list.

The City of Pooler reserves the right to waive any informalities, to reject any and all bids, to evaluate bids, to accept portions of any bids and to accept any bid, which in its opinion, may be in the best interest of the City of Pooler and reserves the right to add to or delete from the contract after the contract has been awarded. Bidders must be able to demonstrate a minimum of 5 years of municipal work experience in asphalt paving and drainage improvements in addition to other requirements and be pre-qualified by the Georgia Department of Transportation for the classification of work.

Insurance certificates, meeting those limits as stated in the bid documents, 5% bid bond in the form of a bond submitted by a surety authorized to conduct business in the State of Georgia, or certified or cashier's check and a non-collusion affidavit must be completed and submitted with the bid.

**INVITATION TO BID**

**POOLER PARKWAY / QUACCO ROAD IMPROVEMENTS**

**PRE-BID (MANDATORY) WORKSHOP: 2:00 PM, JANUARY 8, 2025**

**BID OPENING: 2:00 PM, FEBRUARY 5, 2025**

DOCUMENT CHECKLIST

The following documents, when marked, are contained in and made a part of this Bid Package or are required to be submitted with the bid. It is the responsibility of the bidder to read, complete and sign, where indicated, and return these documents with his/her bid. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE BID.**

- GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS
- SURETY REQUIREMENTS - **A Bid Bond of 5% with this 1TB.**
- PROPOSAL
- PLANS/SPECIFICATIONS - **Plan Sheets must be purchased at Clayton Digital Reprographics by logging into [www.cdrepro.com](http://www.cdrepro.com). Login to DFS. New users must register. For technical support contact CDR at (912) 447-5445, fax (912) 233- 7020 or email: [cdwest@cdrepro.com](mailto:cdwest@cdrepro.com).**
- PERFORMANCE BOND – Required at the time of contract.
- PAYMENT BOND – Required at the time of contract.
- CONTRACT
- LEGAL NOTICE
- ATTACHMENTS: A. DRUG FREE WORKPLACE; B. CONTRACTOR E-VERIFY; C. SUBCONTRACTOR E-VERIFY; D.SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS; E. REFERENCES

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S) \_\_\_\_\_

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

**BY:** \_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

TITLE : \_\_\_\_\_

COMPANY: \_\_\_\_\_

## GENERAL INFORMATION FOR INVITATION FOR BID

This is an invitation to submit a bid to supply the City of Pooler (City) with construction and/or services as indicated herein. Sealed bids will be received at City Hall at **100 US Highway 80, Pooler, Georgia 31322 up to 2:00PM local time, February 5, 2025,** at which time they will be opened and publicly read. **City reserves the right to reject all bids that are non-responsive or not responsible.**

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

A **Pre-bid (Mandatory) Conference** is scheduled to be conducted at **Pooler City Hall, Second Floor Training Room, 100 US Highway 80, Pooler, Georgia 31322 on January 8, 2025, at 2:00 PM.,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise.

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

## **INSTRUCTIONS TO BIDDERS**

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

### **1.2 How to Prepare Bids:**

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

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

### **1.3 How to Submit Bids:**

- a. **An original and duplicate copy must be submitted in a sealed opaque envelope, plainly marked with the bid title, date and time of bid opening, and company name.**
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before the time and date specified above.
  1. **Mailing Address: City of Pooler, Pooler Parkway / Quacco Road Improvements, 100 US Highway 80, Pooler, Georgia 31322.**
  2. **Hand Delivery: City of Pooler, Pooler Parkway / Quacco Road Improvements, 100 US Highway 80, Pooler, Georgia 31322.**

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

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

- a. When a pre-bid conference is scheduled, bidders shall either present their

oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.

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

- 1.5 **Failure to Bid:** If a bid is not submitted, the business should return this invitation to bid document and stating reason therefore.
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **Standards for Acceptance of Bid for Contract Award:** City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of City. City reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **Bid Tabulation:** Tabulations for all bids will be posted after the bid opening on the Georgia Procurement Registry website at <https://ssl.doas.state.ga.us/GPRBuyerPortal/>.
- 1.9 **Bidder:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to City in such capacity before a contract has been entered into between such party and City.
- 1.10 **Responsible / Responsive Bidder:** *Responsible Bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive Bidder* means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

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

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

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

- 1.15 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of General Contractors by July 2024: \*General Contractor (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).
- 1.16 **Immigration:** All contractors and subcontractors with 100 or more employees entering into a contract or work must sign an affidavit that he /she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may go to <http://www.uscis.gov> to find the E-Verify information.



- 1.17 **Systematic Alien Verification for Entitlements (SAVE) Program:** O.C.G.A. 50-36-1, required Georgia's counties to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with City are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.
- 1.18 **Protection of Resident Workers.** City actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

## Pooler Parkway Bid Cost Itemization

ES&PC	GDOT CODE	UNIT	QTY	UNIT BID PRICE	TOTAL COST
<b>TEMPORARY</b>					
TEMPORARY GRASSING	163-0232	AC	18	\$ _____	\$ _____
MULCH	163-0240	TN	892	\$ _____	\$ _____
CONSTRUCTION EXIT	163-0300	EA	2	\$ _____	\$ _____
CONSTRUCT & REMOVE SILT CONTROL GATE TP 1	163-0501	EA	1	\$ _____	\$ _____
CONSTRUCT & REMOVE SILT CONTROL GATE TP 2	163-0502	EA	1	\$ _____	\$ _____
CONSTRUCT & REMOVE SILT CONTROL GATE TP 3	163-0503	EA	35	\$ _____	\$ _____
CONSTRUCT & REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	163-0527	EA	62	\$ _____	\$ _____
CONSTRUCT & REMOVE INLET SEDIMENT TRAP	163-0550	EA	113	\$ _____	\$ _____
MAINTENANCE OF TEMPORARY SILT FENCE, TP A	165-0010	LF	6974	\$ _____	\$ _____
MAINTENANCE OF TEMPORARY SILT FENCE, TP C	165-0030	LF	2681	\$ _____	\$ _____
MAINTENANCE OF CHECK DAMS - ALL TYPES	165-0041	LF	620	\$ _____	\$ _____
MAINTENANCE SILT CONTROL GATE TP 1	165-0085	EA	1	\$ _____	\$ _____
MAINTENANCE SILT CONTROL GATE TP 2	165-0086	EA	1	\$ _____	\$ _____
MAINTENANCE SILT CONTROL GATE TP 3	165-0087	EA	35	\$ _____	\$ _____
MAINTENANCE OF CONSTRUCTION EXIT	165-0101	EA	2	\$ _____	\$ _____
MAINTENANCE INLET SEDIMENT TRAP	165-0105	EA	113	\$ _____	\$ _____
WATER QUALITY MONITORING AND SAMPLING	167-1000	EA	19	\$ _____	\$ _____
WATER QUALITY INSPECTIONS	167-1000	MO	24	\$ _____	\$ _____
TEMP SILT FENCE TYPE A	171-0010	LF	13949	\$ _____	\$ _____
TEMP SILT FENCE TYPE C	171-0030	LF	5363	\$ _____	\$ _____
<b>PERMANENT</b>					
PERMANENT GRASSING	700-6910	AC	35	\$ _____	\$ _____
AGRICULTURAL LIME	700-7000	TN	122	\$ _____	\$ _____
FERTILIZER MIXED GRADE	700-8000	TN	16	\$ _____	\$ _____
FERTILIZER NITROGEN CONTENT	700-8100	LB	2029	\$ _____	\$ _____
EROSION CONTROL MATS, SLOPES	716-2000	SY	7351	\$ _____	\$ _____
ILEX OPACA	702-0414	EA	5	\$ _____	\$ _____
ILEX VOMITORIANANA	702-0470	EA	16	\$ _____	\$ _____
LANDSCAPE MULCH	702-9025	SY	241	\$ _____	\$ _____
SPRING APPLICATION FERTILIZER	702-9005	LB	15	\$ _____	\$ _____
<b>SIGNALIZATION</b>					
TRAFFIC SIGNAL INSTALLATION NO – 1	647-1000	LS	1	\$ _____	\$ _____
TRAFFIC SIGNAL INSTALLATION NO – 2	647-1000	LS	1	\$ _____	\$ _____
TRAFFIC SIGNAL INSTALLATION NO – 3	647-1000	LS	1	\$ _____	\$ _____
CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	632-0003	EA	2	\$ _____	\$ _____
<b>PAVEMENT</b>					
<b>ASPHALT</b>					

RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	402-1812	TN	1300	\$ _____	\$ _____
RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	402-3121	TN	32		
RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	402-4510	TN	8374	\$ _____	\$ _____
RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	402-3190	TN	8106	\$ _____	\$ _____
GR AGGR BASE CRS, INCL MATL	310-1101	TN	26175	\$ _____	\$ _____
MILL ASPH CONC PVMT, Variable DEPTH	432-5010	SY	37904	\$ _____	\$ _____
TACK COAT	413-0750	GL	4117	\$ _____	\$ _____
PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	446-1100	LF	26170	\$ _____	\$ _____
<b>CONCRETE</b>					
DRIVEWAY CONCRETE, 8 IN TK	441-0018	SY	529	\$ _____	\$ _____
CONC SIDEWALK, 6 IN	441-0016	SY	12982	\$ _____	\$ _____
CONC VALLEY GUTTER, 8 IN	441-4030	SY	227	\$ _____	\$ _____
CONCRETE HEADER CURB, 4 IN, TP 1	441-5001	LF	268	\$ _____	\$ _____
CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	441-6022	LF	13811	\$ _____	\$ _____
CONC CURB & GUTTER, 8 IN X 30 IN, TP 7	441-6740	LF	11947	\$ _____	\$ _____
CONC CURB & GUTTER, 8 IN X 30 IN, TP 9	441-6743	LF	330	\$ _____	\$ _____
SPECIAL CONC SIDEWALK SPILLWAY	441-0300	EA	47	\$ _____	\$ _____
CLASS A CONCRETE	500-3101	CY	43	\$ _____	\$ _____
CLASS B CONC. BASE OR PVMT WIDENING	500-3200	CY	544	\$ _____	\$ _____
6 INCH DOWEL INTEGRATED CONCRETE MEDIAN TYPE 1 FACE	441-5051	SY	10486	\$ _____	\$ _____
CONCRETE HEADWALL	441-0600	CY	25	\$ _____	\$ _____
PLAIN PC CONC PVMT, CL 1 CONC. 10 TK	430-0200	SY	314	\$ _____	\$ _____
<b>MISC ROADWAY</b>					
BAR REINF STEEL	511-1000	LB	21301	\$ _____	\$ _____
GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	515-2020	LF	1035	\$ _____	\$ _____
TRAFFIC CONTROL	150-1000	LS	1	\$ _____	\$ _____
FOUND BK FILL MATL, TP II	207-0203	CY	51	\$ _____	\$ _____
GRADING COMPLETE	210-0100	LS	1	\$ _____	\$ _____
<b>DRAINAGE STRUCTURES AND PIPING</b>					
<b>STORM DRAIN</b>					
12 INCH CLASS III	550-5120	LF	324	\$ _____	\$ _____
15 INCH CLASS III	550-5150	LF	15	\$ _____	\$ _____
18 INCH CLASS III	550-5180	LF	5577	\$ _____	\$ _____
24 INCH CLASS III	550-5240	LF	1409	\$ _____	\$ _____
24 INCH CLASS IV	550-5242	LF	252	\$ _____	\$ _____
24 INCH CLASS V	550-5243	LF	252	\$ _____	\$ _____

30 INCH CLASS III	550-5300	LF	300	\$ _____	\$ _____
36 INCH CLASS III	550-5360	LF	308	\$ _____	\$ _____
<b>SIDE DRAIN</b>					
12 INCH H 1-10	550-2150	LF	267	\$ _____	\$ _____
18 INCH H 1-10	550-2180	LF	218	\$ _____	\$ _____
24 INCH H 1-10	550-2240	LF	135	\$ _____	\$ _____
30 INCH H 1-10	550-2300	LF	288	\$ _____	\$ _____
36 INCH H 1-10	550-2360	LF	108	\$ _____	\$ _____
<b>ELLIPTICAL</b>					
19 X 30 INCH ELLIPTICAL CULVERT	960-0550	LF	40	\$ _____	\$ _____
11 X 18 INCH ELLIPTICAL CULVERT	960-0550	LF	138	\$ _____	\$ _____
12 X 18 INCH ELLIPTICAL PIPE	550-3000	LF	29	\$ _____	\$ _____
14 X 23 INCH ELLIPTICAL PIPE	550-3000	LF	822	\$ _____	\$ _____
19 X 30 INCH ELLIPTICAL PIPE	550-3000	LF	84	\$ _____	\$ _____
38 X 24 INCH ELLIPTICAL CULVERT	960-0550	LF	157	\$ _____	\$ _____
<b>FES</b>					
12 INCH SIDE DRAIN	550-4115	EA	6	\$ _____	\$ _____
18 INCH SIDE DRAIN	550-4118	EA	4	\$ _____	\$ _____
24 INCH SIDE DRAIN	550-4124	EA	4	\$ _____	\$ _____
30 INCH SIDE DRAIN	550-4130	EA	4	\$ _____	\$ _____
36 INCH SIDE DRAIN	550-4136	EA	2	\$ _____	\$ _____
15 INCH STORM DRAIN	550-4215	EA	1	\$ _____	\$ _____
18 INCH STORM DRAIN	550-4218	EA	17	\$ _____	\$ _____
24 INCH STORM DRAIN	550-4224	EA	5	\$ _____	\$ _____
30 INCH STORM DRAIN	550-4230	EA	2	\$ _____	\$ _____
36 INCH STORM DRAIN	550-4236	EA	2	\$ _____	\$ _____
12 X 18 INCH ERCP		EA	2	\$ _____	\$ _____
19 X 30 INCH ERCP		EA	6	\$ _____	\$ _____
14 X 23 INCH ERCP		EA	30	\$ _____	\$ _____
<b>MISCELLANEOUS DRNG</b>					
PVC 8 INCH	999-8535	LF	50	\$ _____	\$ _____
CONCRETE SPILLWAY TP 3	441-0303	EA	2	\$ _____	\$ _____
PLASTIC FILTER FABRIC	603-7000	SY	2973	\$ _____	\$ _____
CONC SLOPE DRAIN	441-0050	SY	81	\$ _____	\$ _____
STN DUMPED RIP RAP, TP 3, 18 IN	603-2181	SY	2973	\$ _____	\$ _____
BARRIER FENCE (ORANGE), 4 FT	643-8200	LF	2119	\$ _____	\$ _____
<b>RECONSTRUCT</b>					
STORM SEW MANHOLE, TYPE 1	611-3030	EA	3	\$ _____	\$ _____
<b>DROP INLET</b>					
GROUP 1 HEIGHT=> 6 FEET	668-2100	EA	56	\$ _____	\$ _____
GROUP 1 , ADDL DEPTH, CL 1	668-2110	LF	7	\$ _____	\$ _____
<b>STORM SEWER MANHOLE</b>					
TP 1	668-4300	EA	8	\$ _____	\$ _____
TP 1, ADDL DEPTH, CL 1	668-4311	LF	15	\$ _____	\$ _____
<b>CATCH BASIN</b>					
GROUP 1	668-1100	EA	110	\$ _____	\$ _____

GROUP 1 ADDL DEPTH	668-1110	LF	26	\$ _____	\$ _____
<b>PAVEMENT MARKINGS</b>					
RUMBLE STRIPS	429-1000	EA	337	\$ _____	\$ _____
THERMOPLASTIC PVMT MARKING, ARROW, TP 1	653-0110	EA	2	\$ _____	\$ _____
THERMOPLASTIC PVMT MARKING, ARROW, TP 2	653-0120	EA	87	\$ _____	\$ _____
THERMOPLASTIC PVMT MARKING, ARROW, TP 3	653-0130	EA	10	\$ _____	\$ _____
THERMOPLASTIC PVMT MARKING, ARROW, TP 3A	653-0132	EA	8	\$ _____	\$ _____
THERMOPLASTIC PVMT MARKING, ARROW, TP 6	653-0160	EA	12	\$ _____	\$ _____
THERMOPLASTIC PVMT MARKING, WORD, TP 1	653-0210	EA	8	\$ _____	\$ _____
THERMOPLASTIC PVMT MARKING, WORD, TP 15	653-0296	EA	7	\$ _____	\$ _____
THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	653-1501	LF	24971	\$ _____	\$ _____
THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	653-1502	LF	18386	\$ _____	\$ _____
THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	653-1704	LF	662	\$ _____	\$ _____
THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	653-1906	LF	2199	\$ _____	\$ _____
THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	653-2602	LF	1513	\$ _____	\$ _____
THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	653-1804	LF	12341	\$ _____	\$ _____
THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	653-3501	GLF	14152	\$ _____	\$ _____
THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	653-3502	GLF	4470	\$ _____	\$ _____
THERMOPLASTIC SKIP TRAF STRIPE, 6 IN, WHITE	653-2611	GLF	123		
THERMOPLASTIC SKIP TRAF STRIPE, 18 IN, WHITE	653-4830	GLF	269		
THERMOPLASTIC HATCHING (WHITE)	653-6004	SY	3591	\$ _____	\$ _____
THERMOPLASTIC HATCHING (YELLOW)	653-6006	SY	1049	\$ _____	\$ _____
RAISED PAVEMENT MARKERS TP1	654-1001	EA	167	\$ _____	\$ _____
RAISED PAVEMENT MARKERS TP3	654-1003	EA	262	\$ _____	\$ _____
RAISED PAVEMENT MARKERS TP10	654-1010	EA	216	\$ _____	\$ _____
RIGHT OF WAY MARKERS	634-1200	EA	180		
<b>SIGNAGE</b>					
TYPE 9 SHEETING, TYPE 1 MATERIAL	636-1033	SF	482	\$ _____	\$ _____
TYPE 11 SHEETING, TYPE 1 MATERIAL	636-1036	SF	159	\$ _____	\$ _____
HIGHWAY SIGNS, ALUM EXTRUDED PANELS, REFL SHEETING, TP 3	636-1072	SF	135	\$ _____	\$ _____
POSTS, TYPE 7	636-2070	LF	947	\$ _____	\$ _____
POSTS, TYPE 9	636-2090	LF	305	\$ _____	\$ _____
POSTS, STR SHAPE POST	636-3000	LB	734	\$ _____	\$ _____
PILING IN PLACE, SIGNS, STEEL H, HP 12 X 53	636-9094	LF	23	\$ _____	\$ _____
FOOTING CLASS "A" CONCRETE	500-3101	CY	2	\$ _____	\$ _____

TOTAL \$ \_\_\_\_\_

**BY:** \_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

TITLE : \_\_\_\_\_

COMPANY: \_\_\_\_\_

**GENERAL CONDITIONS**

2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the

benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from City. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.

- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Project Manager's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.3 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.4 **Completeness:** All information required by Invitation for Bids must be completed and submitted to constitute a proper bid or proposal.
- 2.5 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.6 **Guarantee/Warranty:** Unless otherwise specified by City, the bidder shall unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition or replace the material and/or services to the complete satisfaction of City. These repairs, replacements or adjustments shall be made only at such time as will be designated by City as being least detrimental to the operation of City of Pooler business.
- 2.7 **Liability Provisions:** Where bidders are required to enter or go onto City of Pooler property to take measurements or gather other information in order to prepare the bid or proposal as requested by City, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless City of Pooler from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder to be awarded a contract with City.
- 2.8 **Cancellation of Contract:** The contract may be canceled or suspended by City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to City for costs to City in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.9 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify City and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of City of supplies furnished or construction work performed hereunder.

2.10 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.

2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to City, price and other factors considered. City will make the determination as to which bid or proposal that serves as the best value to City.

2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of City staff may be filed with the City Human Resources Director for review and resolution.

2.14 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. City has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

City has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive or irresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.

2.15 **Chatham County Tax Certificate Requirement:** A current Chatham County Tax Certificate is required unless otherwise specified.

2.16 **Insurance Provisions, General:** The selected contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or



subcontractors. The cost of such insurance shall be included in the Bid.

It is every contractor's responsibility to provide City current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract .

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

- I. Name of the Producer (Contractor's insurance Broker/Agent).
11. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm City is contracting with).
- IV. A Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include City).

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

2162 **Minimum Limits of Insurance** to be maintained for the duration of the contract:

- a. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- b. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits:  
\$500,000 for each accident, disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- c. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit:  
\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an Any Auto basis.

2163 Special Requirements:

- a. **Claims-Made Coverage:** The limits of liability shall remain the same as the

occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.

- b. **Extended Reporting Periods:** The Contractor shall provide City with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

- c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- d. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to City.
- e. **Proof of Insurance:** City shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, City before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of City.
- f. **Insurer Acceptability:** Insurance is to be placed with an insurer having an AM. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- g. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by City.
- h. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to City, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

**2164 Additional Coverage for Specific Procurement Projects:**

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

Minimum Limits:

\$1 million per claim/occurrence

Coverage Requirement:

If claims-made, retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional mu st state if tail coverage has been purchased and the duration of the coverage.

- b. **Builder's Risk:** Covers against insured perils while in the course of construction.  
Minimum Limits: All-Risk coverage equal 100% of contract value  
Coverage Requirements: Occupancy Clause - permits City of Pooler to use the facility prior to issuance of Notice of Substantial Completion.

2.17 **Compliance with Specification - Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidder's proposal or bid and by reference are made a part hereof.

2.18 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by City, Project Manager or his designee. In case of a default on the part of the bidder after such acceptance, City may take such action as it deems appropriate, including legal action for damages or lack of required performance.

2.19 **Notice to Proceed:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Project Manager or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

2.20 **Payment to Contractors:** Instructions for invoicing City for products delivered to the City are specified in the contract document.

- a. Questions regarding payment may be directed to the City Finance Officer at (912) 748-7261 or the Project Manager as specified in the contract documents.
- b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
- c. Upon completion of the work or delivery of the products, the Contractor will provide City with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for City have been paid in full.

2.21 **Owner's Rights Concerning Award:** The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:

- a. Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- b. Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
- c. Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations; and
- d. Whether the bidder has made a Good Faith Effort to meet local participation goals for local economic impact for Disadvantaged Business Enterprises and Small Business Enterprises.

2.22 **Owner's Right to Negotiate with the Lowest Bidder:**

In the event all responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended .

2.23 **Debarred or Suspended Subcontractors.**

CONTRACTOR shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <https://www.epls.gov> or the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with City or other government entities. Contractor shall immediately notify City in

the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

**2.24 Cone of Silence:**

Lobbying of Procurement Evaluation Committee members, City employees, and City Board members regarding this product or service solicitation, Invitation to Bid (ITB) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited.

2.25 **LIQUIDATED DAMAGES:** Failure to complete all work within **840** calendar days plus any extension authorized in writing by City shall entitle City to deduct as "Liquidated Damages" from the monies due the Contractor the amount of **\$1,000** for each calendar day in excess of the authorized construction time.

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

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

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

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

2.27 **GEORGIA TRADE SECRET ACT of 1990** - In the event a Bidder/Proposer submits trade secret information to City, the information must be clearly labeled as a Trade Secret. City will maintain the confidentiality of such trade secrets to the extent provided by law.

2.28 **CONTRACTOR RECORDS** -The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with City. This applies to those specific contracts currently in effect and those which have been completed or closed for up three (3) years following completion.

2.29 **REFERENCES - \$500,000 or more:** For bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows: SEE ATTACHMENT E.

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

## **ADDITIONAL CONDITIONS**

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

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

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

After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to City, then the total amount to be retained may be reduced to 0% of the gross value of the completed work as indicated by the current estimate approved by the engineer, until all pay items are substantially completed.

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

The Contractor may submit a final invoice to City for the remaining retainage upon City's acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by City to the Contractor when work has been fully completed and the contract fully performed, except for the responsibilities of the Contractor which survive final payment. The making of final payment shall constitute a waiver of all claims by City except those arising from unsettled liens, faulty or defective work appearing after substantial completion. failure of the work to comply with the requirements of the Contract Documents,

or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by City as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

### 3.3 SURETY REQUIREMENTS and BONDS:

A. Such bidder shall post a bid bond, certified check or money order made payable to City in the amount of 5% of the bid price.

B. Contractor(s) shall be required at time of contract to post a payment/performance bond, certified check or money order made payable to 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 specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.

C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia.

D. Bidder acknowledges City's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.

E. Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with City to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount.



**3.4 WARRANTY REQUIREMENTS:**

- a. Provisions of item 2.7 apply.
- b. Warranty required.

X                    1.        **Standard warranty shall be offered with bid.**  
                          2.

**3.5 TERMS OF CONTRACT: ONE TIME CONTRACT**

**3.6 AUDITS AND INSPECTIONS:**

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

**CONVERSATIONS OR CORRESPONDENCE REGARDING THIS SOLICITATION OR REPORT BETWEEN PROSPECTIVE OFFERORS AND PERSONS OUTSIDE THE CITY PROJECT MANAGER WILL NOT BE CONSIDERED OFFICIAL OR BINDING UNLESS OTHERWISE SPECIFICALLY AUTHORIZED WITHIN THIS DOCUMENT.**

The undersigned bidder or proposer certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this invitation; and,

further certifies that the prices shown in his/her bid/proposal are in accordance with all documents contained in this Invitation for Bids, and that any exception taken thereto may disqualify his/her bid.

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

This \_\_\_\_\_ day of \_\_\_\_\_ 2021

BY: \_\_\_\_\_

SIGNATURE

\_\_\_\_\_

TITLE

\_\_\_\_\_

COMPANY

\_\_\_\_\_

Phone/Fax/Email

SURETY REQUIREMENTS

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

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

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

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

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

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

**SPECIFICATIONS FOR: Pooler Parkway / Quacco Road Improvement Project**

This project is for the Pooler Parkway / Quacco Road Improvement Project, which is located in the City of Pooler. The work will consist of furnishing all materials, labor and equipment for:

The work will include all equipment, materials, supplies, labor, and all other costs associated with construction of approximately 8,800 linear feet of four-lane roadway. The roadway includes the addition of a signalized intersection, signal modifications, sidewalks, multi-use trail, drainage improvements, installation and maintenance of erosion, sediment and pollution control BMPs and final site stabilization from Blue Moon Crossing to the terminus past Canal Bank Road.

The Prime Contractor must be pre-qualified by GDOT at the time of the bid opening in the areas required for the project. All subcontractors must be qualified or registered by GDOT prior to beginning work on the project. All subcontractors must be listed in the bid package or approved by City in writing prior to performing work on the project.

**This shall be a Unit Price contract.**

**COMMENCEMENT AND COMPLETION:**

**WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN 840 CALENDAR DAYS AFTER THE TEN DAY PERIOD.**

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Name/ Title

---

Company

---

Address

---

Phone/ Fax Numbers

---

E-mail



**SPECIAL PROVISION**  
**PROMPT PAYMENT**

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Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than ten calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from City.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

# **SPECIAL CONDITIONS POOLER PARKWAY / QUACCO ROAD**

## **1. DESCRIPTION OF WORK:**

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

The work will include all equipment, materials, supplies, labor, and all other costs associated with construction of approximately 8,800 linear feet of four-lane roadway. The roadway includes the addition of a signalized intersection, signal modifications, sidewalks, multi-use trail, drainage improvements, installation and maintenance of erosion, sediment and pollution control BMPs and final site stabilization from Blue Moon Crossing to the terminus past Canal Bank Road.

Construction plans, technical specifications and some special provisions for the project are provided separately and are considered part of the contract documents.

Concrete strain poles are not allowed. All signal poles must be powder coated mast arms with luminaire arms installed. All new wire must be used when modifying existing traffic signals, wire splices are not allowed. Batter backup must be used at all intersections.

All work under this contract shall be done in accordance with the Georgia Department of Transportation (GDOT) Standard Specifications, latest edition and subsequent supplemental specifications; the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD); and the following Shelf Special Provisions which are available on the GDOT website at

[www.dot.ga.gov/PS/Business/Source:](http://www.dot.ga.gov/PS/Business/Source:)

105- Control of Work

109- Measurement and Payment

150- Traffic Control

161- Control of Erosion and Sediment

163- Miscellaneous Erosion Control Items

165- Maintenance of Temporary Erosion and Sedimentation Devices

167- Water Quality Monitoring

171- Silt Fence

400- Hot Mix Asphaltic Concrete Construction

647- Traffic Signal Installation

800- Course Aggregates

802- Aggregates for Asphaltic Concrete

828- Hot Mix Asphaltic Concrete Mixtures; except for certain items deleted or modified in these documents.

Project Specific Special Provisions for: Prompt Payment,

153- Field Office,

208- Embankment,

209- Subgrade,

687- Traffic Signal Timing

881- Fabric are included in this proposal and will also apply.

Testing will be performed by an Independent Laboratory hired by CITY. A minimum of 24 hours notice will be required prior to any work which requires testing. Sampling and testing will be performed as per GDOT Sampling and Testing Guidelines.

All materials used in the process of completion of the work included in the contract will be furnished from Georgia Department of Transportation certified suppliers only as per the GDOT Qualified Products List available on the website [www.dot.ga.gov/PS/Materials/OPL](http://www.dot.ga.gov/PS/Materials/OPL).

The Prime Contractor must be pre-qualified by GDOT at the time of the bid opening. All subcontractors must be qualified or registered by GDOT prior to beginning work on the project. All subcontractors must be listed in the bid package or approved by the City in writing prior to performing work on the project.

It is the responsibility of the bidder to carefully examine and fully understand the construction contract, plans, technical specifications and other documents hereto attached and make a personal examination of the site of the proposed work, and satisfy him or herself as to the actual conditions and requirements of the work.

The bidder further agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the contract documents but which are incidental to the scope, intent, and completion of the contract, shall be deemed to have been included in the prices bid for the various items scheduled.

**2. COMMENCEMENT AND COMPLETION:** The Contractor shall agree to commence work under this contract within ten (10) working days after the Notice to Proceed (NTP) is issued and complete all work within **840** calendar days after the 10-day period. The Contractor shall work continuously on the project after the Notice to Proceed is issued.

The Contractor shall notify City when the work is substantially complete by submitting in writing a request, for a Certificate of Substantial Completion (Substantial Completion shall mean the date when the work has progressed to the point where it can be utilized for the purpose for which it is intended). The Certificate shall be a mutually agreed upon document listing the date of substantial completion, items of the work remaining to be completed or corrected and shall fix the time within which the Contractor shall complete items listed therein (no more than 60 days). The Certificate shall be signed by the Contractor's Construction Manager and the City's Project Manager. Time charges shall recommence if all work, including corrective work but excluding permanent grassing, is not complete within the time specified in the Certificate.



3. **MAINTENANCE:** Once the Notice to Proceed has been issued, the Contractor is held responsible for all maintenance within the limits of the project throughout the duration of the contract without exception.
4. **LIQUIDATED DAMAGES:** Failure to complete all work within 840 calendar days plus any extension authorized in writing by the Project Manager shall entitle City to deduct as "Liquidated Damages" from the monies due the Contractor the amount of \$1,000 for each calendar day in excess of the authorized construction time. The Georgia Department of Transportation schedule for liquidated damages will not be used.
5. **PRECONSTRUCTION CONFERENCE:** The Contractor shall attend a pre-construction conference prior to commencing any work.
6. **CONSTRUCTION SCHEDULE:** The Contractor shall prepare a detailed schedule showing progress dates and completion dates of all phases of construction, including the critical path for the project. The schedule must be submitted and approved prior to commencement of work.
7. **PAYMENT:** Quantities are approximate and payment shall be for measurements of actual in place work as per the plans and specifications. Any quantities exceeding the contract amount shall be requested by the Contractor in writing, for approval by the Project Manager, prior to the work being performed. Payment will not be made for additional quantities without prior, written approval of the Project Manager.
8. **TRAFFIC CONTROL:** Traffic Safety is paramount. All existing roads must be open to traffic at all times. The Contractor will be responsible for all traffic control, in accordance with the Manual on Uniform Traffic Control Devices, GDOT standards and details, GDOT Special Provision 150 and all other safety measures that will enhance the safety of the construction site. All costs associated with this work shall be included in the bid price for traffic control. The Contractor shall submit a traffic control plan for approval by the City of Pooler prior to beginning any work. Any changes to the approved traffic control plan must be submitted and approved in writing.
9. **INCIDENTAL ITEMS OF CONSTRUCTION:** The cost associated with any incidental items of construction in which no specific pay items are set up for shall be included in the overall cost of the project.

10. **FORCE ACCOUNT:** When no agreement is reached for additional work to be done at Lump Sum or Unit Prices, then such additional work shall be done based on the following Cost Plus-Percentage basis of payment. The Georgia Department of Transportation specifications for the use of a force account will not be used.

a. For work performed by the prime contractor/general contractor, the contractor shall be reimbursed for actual cost incurred in doing the work, and an additional payment of 15% to cover overhead and profit.

b. For work performed by a sub-contractor, the sub-contractor shall be reimbursed for actual cost incurred in doing the work, and an additional payment of 10% to cover overhead and profit. The contractor shall be allowed an overhead and profit mark-up not to exceed 7% on the subcontractor's price. CITY shall not recognize subcontractors of subcontractors .

c. The term "Actual Cost" shall include the cost of material and labor as follows:

- i. Material cost - Direct cost of material, sales tax, freight and equipment rental.
- ii. Labor cost - Man hour cost listed separately by trade, payroll costs including workman's compensation, social security, pension and retirement.

d. The term "Overhead and Profit" shall include bonds (Payment & Performance, Roof & Wall), insurance (Liability, Builders Risk), permits, supervision costs (cost of subcontractor to supervise own work, cost of contractor to supervise work of sub-contractor), proposal preparation and all administrative costs.

11. **PRECONSTRUCTION INSPECTION:** A preconstruction video, DVD or CD of photographs is required and must be submitted to the City for approval prior to the start of work. Special emphasis shall be given to record the existing condition of pavement, signs, walls, fences, driveways, utilities and any other improvements within 50 feet of the project limits.

12. **GRADED AGGREGATE BASE:** The graded aggregate base (GAB) will be granite only. Limerock and recycled or crushed concrete are not approved base materials for this project. The pay limits for the GAB will be at curb and gutter and six inches beyond the edge of pavement without curb and gutter.

13. **BITUMINOUS TACK:** Only Asphalt Cement, performance grade PG 58-22, PG 64-22 or PG 67-22 will be allowed. Emulsified asphalt shall not be used.

14. **STORM DRAIN AGE:** All storm drain pipe will be reinforced concrete pipe stamped by a Certified Pipe Technician. Pipe joints shall be wrapped with two layers of filter fabric four feet wide, centered on the joint with a minimum overlap of one foot. The cost for this shall be included in the bid price for storm drain pipe. Shop drawings for all drainage structures shall be submitted for approval. Contractor shall submit as-built plans (marked with any changes) and post construction survey invert elevations for storm drainage upon completion of the work.

15. **WORK HOURS:** Contractor work hours shall be restricted to daylight hours on weekdays unless specifically approved otherwise at least 48 hours in advance. Approval is at the discretion of the Project Manager. The Contractor is responsible for obtaining any waivers or permits from the City of Pooler as required due to noise levels from piling driving or construction equipment.

16. **UTILITIES:** The Contractor will be responsible for all utility coordination, including required relocation, and protection of utility facilities.

17. **PRIME CONTRACTOR SUPERINTENDENT:** A qualified Superintendent of the prime contractor shall be on-site at all times during construction activities, including those of subcontractors. A sub-contractor will not be an approved representative of the prime contractor. If the Superintendent is not present to control the work, work may be suspended by the Project Manager until such time as the Superintendent is on-site and has adequately addressed any problems or concerns.

18. **DYNAMIC PILE TESTING:** Separate pay items are set up for test piles and for dynamic pile testing. Dynamic pile testing will be at the discretion of the Project Manager.

19. **SOIL SURVEY & BFI:** The Soil Survey and Bridge Foundation Investigation Reports will be made available for information only, separately from the bid package for this project.

20. **CLASS B PAVEMENT WIDENING:** The pay item for Class B Concrete Base or Pavement Widening shall be understood to be for those areas where there is a gap between the existing pavement to remain and the proposed curb and gutter. Up to six inches of the existing pavement may need to be removed to provide a neat edge. The cost for class B concrete to replace existing pavement removed beyond six inches shall be the responsibility of the Contractor.

21. **MAILBOXES:** Mailboxes shall be relocated as required for construction. This work will be included in the bid price for grading complete. Any mailboxes that need to be moved to facilitate construction must be reset the same day and placed in a location as to allow for mail delivery.

22. **UNSUITABLE MATERIAL:** Some unsuitable material is expected to be encountered on this project based on the soil survey. Pay items are set up with estimated quantities for undercut excavation, embankment stabilization fabric, underdrain and slope underdrain. Locations for these items are not specified on the plans. Use of these pay items will be as directed by the Project Manager in any combination which will most efficiently address subgrade conditions. The Contractor is responsible for minimizing exposure of the subgrade to rain and heavy equipment. Temporary drainage may be required to keep water from ponding on subgrade soils. Once grading begins in cut sections, the Contractor is expected to work continuously to prepare the subgrade for placement of base material. Undercut will not be paid for due to Contractor negligence.

23. **FIELD CONDITION ALLOWANCE:** The field condition allowance shown on the bid sheet shall belong to City. The purpose of this Allowance is to allow City to designate actions associated with completion of the project which are not indicated on the plans, but which are dictated by field conditions. Bidders shall not use this Allowance to assume any Contractor costs known or unknown at the bidding. City must approve use of the Allowance. All bidders shall include this Field Condition Allowance within their base bid. Any unused allowance shall revert to City.

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## **SPECIAL PROVISION**

### **PROMPT PAYMENT**

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the City.

If the Contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**SECTION 208 - EMBANKMENTS**

*Modify Sub-Section 208.2A.1 to read as follows:*

Indundated Embankments: Construct embankments in inundated areas with granular embankment placed to a level of 18 inches above the water surface at the time of construction.

*Retain Sub-Section 208.5 – Payment – as written and add the following:*

Include costs for granular embankment construction in the bid price for Grading Complete.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**SECTION 209 – SUBGRADE CONSTRUCTION**

*Delete Sub-section 209.2.A and substitute the following:*

209.2.A SUBGRADE MATERIALS: Construct the top 12 inches of subgrade on this project, including crossroads, with Class IIB3 or better materials. If the existing soils at grade do not meet this requirement, undercut and replace these soils to provide 12 inches of Class IIB3 or better materials at subgrade. Include the cost for this work in the bid price for Grading Complete.

## Special Provision

### Section-687 Traffic Signal Timing

*Add the following:*

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#### 687.1 General Description

This work consists of developing and implementing, by a prequalified Contractor, a traffic signal operating plan designed to provide a safe and efficient operation of the Intersection of Benton Boulevard and Highlands Boulevard. This work includes system timing plan development, implementation and adjustment.

##### 687.1.01 Definitions

Use the following definitions for purposes of this project:

- A prequalified Contractor is defined as one who is qualified to perform work in Area Class Codes 3.06 and 3.09 in the Georgia Department of Transportation's Consultant Prequalification regulations.
- A signal timing plan is defined as a unique combination of cycle length, splits and offsets for all intersections within a system or control section.
- A control section is defined as any portion of a traffic control system, which can be controlled by a single set of timing parameters and in which all intersections change timing patterns at the same time.
- Engineer is defined as the County Engineer.
- Approved or approval is defined as written approval by the County Engineer or his designated representative.

##### 687.1.02 Related References

###### A. Standard Specifications

Section 108 - Prosecution and Progress

Section 647 – Traffic Signal Installation

##### 687.1.03 Submittals

Make the following three (3) submittals to the Engineer for review and approval in the sequence and order listed. Each submittal must be approved before conducting any associated work. The preliminary timing plan shall be submitted a minimum of 30 calendar days prior to the proposed signal activation date.

1. Methodology Report
2. Preliminary timing plans
3. Final Timing Plans Report

Submit all traffic signal timing data to the Engineer in a form utilizing the manufacturer's software. Assure that all work submitted is neat and legible.

#### 687.2 Materials

##### 687.2.01 Software

The Department will not provide resources to fulfill any Contractor obligations under this Special Provision. The Department will not furnish any software or equipment for the development and implementation of timing plans. Obtain all necessary licensed software, equipment and materials to support this work effort. All software used for this project must be registered to the Contractor and must be 100 percent compatible with the software utilized by the Department. Supply proof of registration.

#### 687.3 Construction Requirements

##### 687.3.01 Field Review

## **Section 687 – Traffic Signal Timing**

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Visit the intersection during the morning, afternoon and evening peak traffic periods in order to make qualitative assessments of intersection operation. Make note of queue length, delays, conflicts or any other operational characteristics that should be considered in evaluating and developing coordinated traffic signal timing plans. Make note of the surrounding land use and traffic generators to gain insight on the daily traffic patterns of motorists in the area.

Upon completion of the field observations, contact the Engineer to determine if any special local conditions exist that could affect the timing plan development process.

### **687.3.02 Methodology Report**

Develop a traffic signal Methodology Report containing the following data:

1. Methodology for calculating pedestrian and vehicular clearance intervals
2. Signal analysis software to be used
3. Software registration numbers
4. Time Schedule for the signal timing development and implementation

Submit two (2) copies of the Methodology Report to the Engineer for review and approval. Obtain written approval of the Methodology Report prior to the development of initial system timing plans. Define in the Methodology Report the intended methodology for developing system timing as well as the goals for operating the system.

Submit for approval a time schedule for completing the tasks covered under this Special Provision. Define all software programs proposed to be used for timing plan development and database preparation. Do not use the Department resources to fulfill any of the Contractor's obligations under this Special Provision.

Use a Georgia Department of Transportation approved computer signal timing analysis program to develop the signal timing plans. All software programs must be 100 percent compatible with the programs that the Department is currently using. Program version numbers may be different as long as the data can be saved into the version utilized by the Department. Obtain approval from the Engineer of all computer programs to be used for this project. Provide program registration numbers.

### **687.3.03 Data Collection**

The traffic study including traffic counts and projections will be made available to the contractor by the County.

### **687.3.08 Initial Timing Plan Development**

After receiving written approval of the Methodology Report from the Engineer, develop an initial system timing plan based on the Methodology Report. Include in the timing plan controller, master (if present) and system settings necessary to allow coordinated operation of the Intersection.

#### **687.3.08.01 Timing Plan Development Requirements**

Submit a report consisting of the recommended time-of-day, day-of-week time periods for each plan and the proposed signal timing plans and databases for each plan to the Engineer for review and approval.

Develop and submit for approval by the Engineer procedures and a schedule for implementing and fine-tuning the timing.

Submit the signal timing development computer program input and output files for the proposed signal timing plans. Explain in the initial timing plan report the analysis and conclusions regarding the development of the signal timing plans.

#### **687.3.09 Timing Plan Implementation**

Upon receipt of written approval of the Initial Timing Plan Report by the Engineer, implement the new signal timing. Notify the Engineer five (5) working days in advance of the implementation of the system timing plan. Do not schedule implementation on peak traffic days or peak travel times without prior approval from the Engineer.

Enter only approved data into the equipment at each location. Enter the new timing data at each controller, through the master or from the workstation. If entering the timing data from the workstation, have a person experienced with controller operation on-site in the field during the implementation process. Obtain approval of the method of data entry from the Engineer prior to the entry of any data. Develop and implement all settings required for the system database.



## **Section 687 – Traffic Signal Timing**

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### **687.3.10 Fine-Tuning**

Review the timing plans and adjust this data as required by actual field conditions or as directed by the Engineer. Conduct this evaluation in three (3) stages:

1. Conduct an initial field verification within twenty-four (24) hours of operating plan implementation. Review the operation of the equipment in the field to verify that the correct cycle lengths, splits and offsets are being implemented by the system and that no major operating problems occur.
2. In the second stage, include a detailed on-street review of the operation of all timing plans. This review will determine where adjustments are required subject to excessive queues or vehicle delays. Upon determining these locations, make the necessary adjustments.
3. The third stage of the fine-tuning consists of an on-street review of the timing plans by the Contractor, the Department and the Local Agency, if applicable. Request in writing to proceed with this stage and submit documentation of the activities in completing stages one and two before beginning the third stage. It is not the intent of stage three for the Department and the Local Agency to accomplish stages one and two for the Contractor. Stage three is reserved for the Department and Local Agency to review and approve, reject or request changes to the final timings as installed by the Contractor. As directed by the Department, the third stage could involve rejection of the timing plans, at which point the Contractor must repeat stages one and two and then request a follow-up stage three review with the Department. As directed by the Department, the third stage could also require the Contractor to re-run the timing plan development program at lower or higher restricted ranges or at specific cycle lengths (as needed to achieve the desired progression and minimize delay). If so directed, implement the necessary adjustments and repeat the detailed on-street review. Notify the Department at least five working days in advance of all on-street reviews. The Department reserves the right to require that adjustments be made due to conditions observed in the field.

Make any adjustments to the timings requested by the Department until the Final Timing Plan Report is submitted for review. Anticipate implementing all plans into the system and fine tuning all plans during the time-of-day/day-of-week, (and season of year, if applicable) that the plans are scheduled to be in effect. Shall present to the Department for approval any contract scheduling conflicts that may interfere with the proper scheduling of the timing plan implementation along with proposed resolutions.

Complete the fine tuning prior to the beginning of the operational test period as specified in Section 647.3.06.C of the Traffic Signal Installation Supplemental Specification.

### **687.3.12 Final Timing Plans**

After all necessary adjustments are made to the timing and operating data and system graphics, furnish two (2) signed copies in a notebook of the final local timing plans to the County Engineer. Provide hard copies of the local and timing on the signal system software manufacturer's forms. Use the back-up routine provided in the Department's signal system software to make a back-up of the system database. Supply this back-up to the Engineer on a 3.5" diskette or a CD-ROM.

### **687.4 Measurement**

The work under this item is not measured separately for payment.

### **687.5 Payment**

Work performed under this specification will be paid for at the lump sum bid price and will include all materials, labor, tools, equipment, supplies, and incidentals to complete this work. The contractor may initiate a partial payment process for the lump sum signal timing by submitting a written request to the Engineer. If the Engineer approves this request, payment will be as follows for reports submitted and approved:

Methodology Report	10%
Initial Timing Plan	60%
Final Timing Plan	30%

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**SECTION 881- FABRICS**

*Add the following to Subsection 881.2.08:*

**Filter Fabric for Embankment Stabilization**

**A. Requirements**

1. Use woven filter fabric for embankment stabilization.
2. Sew fabric with a lock stitch using high strength polypropylene or nylon thread.
3. Obtain approval of the stitch and sewing method from the Engineer prior to use.
4. Use fabric that meets the following minimum tensile strength requirements.

<b>Fabric Type</b>	<b>Tensile Strengths in lbs/in width</b>			
	<b>Warp Direction</b>		<b>Fill Direction</b>	
	<b>5% Strain</b>	<b>Ultimate</b>	<b>5% Strain</b>	<b>Ultimate</b>
Polyester	200	500	200	500
Polypropylene	200	800	200	800

Minimum Seam Strength = 150 lbs/in width

- a. Tensile strengths at 5% strain are based on reduction factors from the ultimate strengths of 0.4 for polyester and 0.25 for polypropylene fabrics.
  - b. Use of reduction factors other than those shown are allowed only if verified by laboratory tests acceptable to the Department.
5. Submit a certification from the manufacturer that shows the physical properties of the material used and how it meets this Specification. Submit the certificate according to Subsection 106.05, 'Materials Certification'.

**B. Fabrication**

General Provisions 101 through 150.

C. Acceptance

Test according to the following:

<b>Test</b>	<b>Method</b>
Tensile strength, elongation	ASTM D 4595 Wide Strip Test
Seam Strength	ASTM D 4884 Wide Strip Test

1. Run the tests at a strain rate of 10% per minute.
2. Use a pre tensioning load of 10 lbs/in or 3%, whichever is less

D. Materials Warranty

General Provisions 101 through 150.



ATTACHMENT A

DRUG – FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE **\*\*DRUG-FREE WORKPLACE\*\***, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

\_\_\_\_\_(CONTRACTOR)  
certifies to SEDA and the City of Savannah that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as procurement VETERANS PARKWAY / ROCKINGHAM INTERCHANGE (PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
DATE

**ATTACHMENT B**

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 2021 in \_\_\_\_\_(city), \_\_\_\_\_(state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_

2021 by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Resident State

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT C**

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 2021 in \_\_\_\_\_(city), \_\_\_\_\_(state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_

2021 by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Resident State

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT D**

**SAVE AFFIDAVIT IN ACCORDANCE WITH O.C.G.A §50-36-1(e)(2)**

By executing this affidavit under oath, as an applicant for a contract with the City of Pooler, or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I state the following with respect to my application for a public benefit from the City of Pooler:

For: \_\_\_\_\_ .

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

- 1) \_\_\_\_\_ I am a United States Citizen OR
- 2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or
- 3) \_\_\_\_\_ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. All non-citizens must provide their Alien Registration Number below.

Alien Registration number for non-citizens \_\_\_\_\_

The undersigned applicant also hereby verifies that he or she has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. The secure and verifiable document provided with this affidavit is:

\_\_\_\_\_

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 O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Sworn to and subscribed before me This \_\_\_\_ day of \_\_\_\_\_, 2022

Notary Public My commission expires:



**ATTACHMENT E**  
**REFERENCE FORM**

For bidders to be deemed responsive, each must provide information on the most **recent three (3) projects** with similar scope of work as well as other information to determine experience and qualifications as follows.

- 1) **Project Name:** \_\_\_\_\_  
**Location:** \_\_\_\_\_  
**Owner:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City and State:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Phone & Fax:** \_\_\_\_\_  
**Engineer of Record:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Phone & Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_
  
- 2) **The awarded bid amount and project start date.** \_\_\_\_\_
- 3) **Final cost of project and completion date.** \_\_\_\_\_
- 4) **Number of Change Orders.** \_\_\_\_\_
- 5) **Contracted project completion in days.** \_\_\_\_\_
- 6) **Project completed on time? Yes** \_\_\_\_\_ **No** \_\_\_\_\_ **Days exceeded** \_\_\_\_\_
- 7) **Has contractor ever failed to complete a project? \_\_\_\_\_ If so, provide explanation.**
- 8) **Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? \_\_\_\_\_ If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.**

**CHECKLIST FOR SUBMITTING BID**

- 1) **Acknowledgment of any/all addendums.**
- 2) **Original surety bond (5% of Bid) along with surety requirements sheets filled out.**
- 3) **Bid sheet completely filled out and signed.**
- 4) **“List of Subcontractors” sheet filled out with all subcontractors and suppliers.**
- 5) **“% to MBE Subcontractors/Suppliers’ Sheet” completely filled out showing the % of project that is projected to go to MBE/WBE Subcontractors/Suppliers.**
- 6) **Submit at least 3 references of projects similar in scope to bidded project.**
- 7) **Complete and submit all attachments to this Invitation to Bid.**
- 8) **Provide a copy of the General Contractor’s GDOT Pre-Qualification.**

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**Name/Title**

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**Company Name**

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**Address**

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**City/State/Zip**

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**Phone/Fax Numbers**

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**Email**