

**BIDDING, CONTRACT DOCUMENTS
AND TECHNICAL SPECIFICATIONS
FOR THE CONSTRUCTION
OF**

**TRAVIS FIELD
WATER RECLAMATION FACILITY**

CIP# SW-524-10

FOR

THE CITY OF SAVANNAH, GEORGIA

MAYOR

EDDIE DeLOACH

CITY MANAGER

ROBERTO HERNANDEZ

MAY 2019

PREPARED BY:

City of Savannah, GA
and
Thomas & Hutton Engineering Co.
Savannah, GA



BID SET - NOT FOR CONSTRUCTION

SAVANNAH

Public Works & Water Resources



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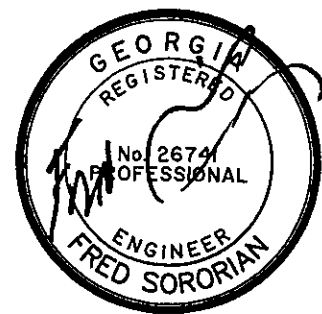
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PROJECT MANUAL FOR

PROJECT: TRAVIS FIELD WATER RECLAMATION FACILITY

PROJECT NO: SW-524-10

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**SECTION 00 1050
BIDDER'S CHECKLIST**

THIS CHECKLIST **MUST** BE ATTACHED AS THE COVER SHEET TO YOUR BID PRIOR TO SEALING BIDS AND SUBMITTING IT TO THE OFFICE OF THE PURCHASING DIRECTOR. IF THIS CHECKLIST IS NOT ATTACHED, YOUR BID WILL BE DISQUALIFIED. IF THIS CHECKLIST IS INCOMPLETE, OR IF ANY ITEM CANNOT BE VERIFIED AS BEING INCLUDED WITH YOUR BID, YOUR BID WILL BE DISQUALIFIED.

NAME AND ADDRESS _____

EVENT NUMBER _____

PROJECT NUMBER SW-524-10

INSTRUCTIONS TO BIDDERS

The contents of your bid package must be clearly marked and submitted **IN THE FOLLOWING ORDER:** 1) Acknowledgment of Addendum, 2) Bid Bond (Section 00 1137), 3) Bid Proposal page (Section 00 1130), 4) Bidder's Qualifications (Section 00 1135), 5) Contractor Affidavit and Agreement (Section 00 1138), 6) Affidavit Verifying Residency Status for City of Savannah Benefit Application (Section 00 1139), 7) Certification Regarding Debarment, Suspension, etc. (Section 00 1150) and 8) Hire Savannah Agreement (Section 00 1305). In addition, a separate sealed envelope must be submitted with your bid which contains the Disadvantaged Business Enterprise Provisions (Section 00 1310). A second sealed envelope marked "Bidder's Qualifications" must also be submitted. Please place a check mark in the appropriate spaces.

1) Addenda received and included in bid price? Yes No

Indicate number of addenda received: _____

2) Executed Bid Bond enclosed? Yes No

Form of bid bond: Surety Company Cashier's Check Certified Check

3) Are all signature pages of the Bid Proposal signed?

Yes No

4) Are all signature pages of the Bidder's Qualifications signed?

Yes No

5) For Projects under \$100,000, are all pages of the Bidder's Questionnaire executed?

Yes No

6) 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. Utility contracting means a proposal to perform utility work, to a utility system as defined in O.C.G.A. Section 43-14-2(17).

7) The contractor shall submit with their bid, in a separate sealed envelope, documents required in Sections 00 1310 Disadvantaged Business Enterprises Provisions. Such envelope shall be clearly marked with the bid number, project name and number and marked "Section 00 1310 Disadvantaged Business Enterprise Provisions."

8) Debarment and Suspension Requirements: The Contractor agrees to provide certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency pursuant to the regulations implementing Executive Order 12549, 29 CFR Part 98, Section 98.510. The contractor shall submit with their bid the certification in Section 00 1150, Debarment and Suspension Requirements.

I certify that the above items were included with the attached bid at the time submitted to the Purchasing Director.

Signature of Contractor

Date

Title

Section 00 1100

INVITATION TO BID

Sealed proposals for **Travis Field Water Reclamation Facility (SW-524-10)** will be received by the City of Savannah in the office of the Purchasing Director, second floor, Traub Room, 301 West Oglethorpe Avenue, Savannah, GA 31401, until 1:30PM EST on Tuesday, **July 2, 2019**. The names of the respondents will be read aloud at 1:30PM EST of the same day and no further bids will be accepted. The Disadvantaged Business Enterprises Provisions will be evaluated and those bids found to be in compliance with the DBE Provisions shall be opened and read aloud at 1:30 PM on **July 9, 2019**. Bidders' attention is directed to Section 00 1110, paragraph 8, Receipt of Bids, which describes this process in detail.

The work to be done consists of the following generally described items:

Construction of a new 4.0 MGD Wastewater Reclamation Facility (WRF) at the site of the existing Travis Field WRF (198 Darque Road, Savannah GA 31408). The proposed treatment facility will include: elevated headworks with drum screens and vortex grit removal system; a 1.9 million gallon above-ground pre-stressed concrete equalization tank; a 5-stage membrane bio-reactor; drain pump station; chemical feed system; UV disinfection system; oxygen injection system; plant reuse water system; effluent pumping station; aerobic digestion, membrane thickeners, thickened sludge pump; diesel-powered stand-by generators; SCADA monitoring and control system; meters, samplers and instrumentation; electrical, controls, and other ancillary systems. Also included is an administration building (control room, office, laboratory, pump room, misc. employee facilities & equipment spaces); site work (clearing, demolition of existing facility, grading, pile and slab foundations, storm drainage, paving, water utilities, repair of existing effluent force main). Contractor shall install a 2.0-meter belt filter press provided by the City with controls (polymer system not included by City). The existing facility includes a City of Savannah lift station that must remain in operation and be upgraded to serve as facility influent lift station, however the remainder of the facility is not operational, thus plant bypassing will not be required during construction.

Plans, specifications and contract documents are available from the designated reprographic company at contractor's expense. Contractors may request to purchase those documents by visiting the City's website at <http://www.savannahga.gov/index.aspx?NID=592> and clicking on Construction Bids and Plan holder's List tab to enter the reprographics company's website. You must register on the reprographics company's website to view plans, specs and plan holder's list.

In an effort to ensure that all segments of the business community have access to information, a Contractor's Drawing Room has been established. Plans and specifications are on file and may be examined at the Savannah Entrepreneurial Center, 801 E. Gwinnett Street (corner of Paulsen and Gwinnett) (912) 652-3582.

All bidders are encouraged to attend a **pre-bid conference** which will be held at **10:00 AM EST** on **Wednesday, May 29, 2019** in the **City Hall 2nd floor Media Room**, located at City Hall, 2 E Bay Street, Savannah, GA 31401. Project scheduling, coordination requirements, minority participation, and questions of interpretation will be addressed at this time.

Bids must be accompanied by a Bid Bond on the form included hereto and shall be secured by a surety company, certified check or cashier's check in an amount equal to at least 5% of the amount of the bid. A contract performance and payment bond each in the amount of 100% of the contract amount will be required of the successful bidder.

PAYMENT AND PERFORMANCE BONDS MAY BE WAIVED FOR A CONTRACT AWARDED UNDER \$100,000.

THE BID BOND FOR THIS CONTRACT WILL NOT BE WAIVED.

All bids must be made and all work performed as provided in Section 00 1300, City Labor Standards, and Section 00

1330 of the Federal Labor Standards Provisions as to employment of Savannah labor.

This is a bid for construction and therefore the City's local vendor preference ordinance will not apply.

Contractors and subcontractors shall have all necessary licenses and shall furnish such license numbers before entering into contracts with the Mayor and Aldermen of the City of Savannah.

The City of Savannah reserves the right to reject any and all bids and to waive any informalities in the bidding.

Bidders must comply with the President's Executive Order Nos. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin.

Bidders must comply with Section 2-4078 of the City Code regarding wage rates, Title VI of the Civil Rights Act of 1964, the **Davis-Bacon Act**, the Anti-Kickback Act, and the Contract Work Hours Standard Act.

Bidders are cautioned as follows: By signing this bid or offer, the Bidder will be deemed to have signed and agreed to the provisions of the "Certification of Non-Segregated Facilities" in this solicitation. The "Certification" provides that the bidder does not maintain or provide for his employee's facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a defacto basis. The Certification also provides that he will not maintain such segregated facilities. Failure of a bidder to agree to the Certification of Non-Segregated Facilities will render his bid or offer non-responsive to the terms of solicitations.

The City of Savannah actively encourages minority employment and minority participation in all its capital improvement projects. The Bidder shall comply with Section 00 1310, Disadvantaged Business Enterprises Provisions, which requires the Bidder to submit documentation of compliance with these provisions in a separate sealed envelope with their bid. Further attention is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, subcontract and opportunities for project area residents.

The OVERALL DBE GOAL: 20%

The LOCAL DBE GOAL: 10%

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. Utility contracting means a proposal to perform utility work to a utility system as defined in O.C.G.A. Section 43-14-2(17).

A Utility Contractor's License will be required for this project.

Bids shall be submitted in two separate sealed envelopes. One envelope shall contain the Disadvantaged Business Enterprises Provisions and shall be clearly marked with the Project Name, Bid Number and Section 00 1310 Disadvantaged Business Enterprises Provisions. The other sealed envelope shall contain all other bid requirements and shall be clearly marked with the Project Name and Bid Number. The envelope containing the Disadvantaged Business Enterprises provisions shall be attached to the outside of the bid envelope and delivered to:

**PURCHASING DIRECTOR
2nd Floor, Traub Room
301 West Oglethorpe Avenue
Savannah, GA 31401**

Mark the outside of the envelope as follows:

PROJECT NAME: Travis Field Water Reclamation Facility
CIP NUMBER: SW-524-10
EVENT NUMBER: 7169

SECTION 00 1110
INSTRUCTION TO BIDDERS

1. **EXPLANATION TO BIDDERS** - Any explanation regarding the meaning or interpretation of contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of the bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall acknowledge receipt of all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.
2. **BIDDERS' UNDERSTANDING** - Bidders should visit the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto and labor conditions. The Owner shall make available to all prospective bidders, previous to the receipt of bids, information that it may have as to sub-soil conditions and surface topography at the work site. Such information shall be given as the best factual information available without being considered as a representation of the Owner.
3. **PRE-BID CONFERENCE** - In order to assist bidders in the preparation of their bids, a pre-bid conference will be held at City Hall 2nd Floor Media Room at the date and time specified in the Invitation to Bid. During this conference, the meaning and intent of the Contract Documents will be discussed and any new information that may change the scope of the contract or add clarification to the contract will be answered by Addenda, mailed or delivered to all parties recorded as having received the Bidding Documents.
4. **BID REQUIREMENTS** - Security, equal to 5% of the amount bid, shall be submitted with the Proposal. Failure to submit same shall be cause for rejection. Only the form provided herein will be accepted. **NO OTHER FORM WILL BE ACCEPTED.** The bidder, at his option, shall furnish either a certified check, cashier's check or bid bond as security. Bid bonds shall be issued from a company licensed to do business in Georgia and shall be signed or countersigned by a Georgia resident agent and shall have a proper Power of Attorney evidencing the authority of the individual signing the bond. Security deposited by unsuccessful bidders will be returned as soon as practical after the bid opening.
5. **PREPARATION OF BIDS:**
 - A. Bids shall be submitted on the forms provided herein. **NO OTHER FORM WILL BE ACCEPTED.** These forms must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialized by the person signing the bid. Bidders must complete and submit the Bidder's Qualification Sheet and Bidder's Questionnaire.
 - B. The bid response must include the following documents in this order:
 - Bid Proposal Form (as a cover sheet)
 - Exception Sheet
 - Other submittals as statedAll referenced documents must be completed and returned in their entirety to constitute a complete bid.
 - C. Bidders must quote on all items appearing on bid forms, unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify the bid at election of the Owner. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate.
 - D. Alternative bids will not be considered unless specifically called for.
 - E. Unless otherwise specified, facsimile bids will not be considered. Modifications to bids already submitted will be allowed if submitted and received prior to the time fixed in the Invitation to Bid. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids. Bid bonds will not be accepted via facsimile.

- F. Bidders are advised that the City of Savannah is intent on completing the construction of this project in a timely and orderly manner to minimize inconvenience to the public and to reduce the cost to the City for inspection and administrative expense. The provisions of Section 00 1500-79 of the General Conditions pertaining to the completion of the work and liquidated damages will be strictly enforced.
- G. To submit pricing electronically for this event, enter pricing for each line item shown under the lines tab on the event summary. To enter pricing manually, complete the bid proposal form. Bids must be submitted on the bid proposal forms in order to be considered.
- H. 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.
- I. To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at www.savannahga.gov.
- J. This contract will be awarded to the vendor offering the lowest net price to the City, and meeting or exceeding all specifications herein.

6. INTERPRETATIONS:

- A. Each Bidder shall carefully examine the Contract Documents and all addenda or other revisions and thoroughly familiarize themselves with the detailed requirements prior to submitting a Proposal. Should a Bidder find discrepancies or ambiguities in, or omissions from Bidding Documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once, and, in any event not later than four (4) days prior to bid date, notify the Project Manager/Project Engineer who will send written addenda to all Bidders. The Project Manager/Project Engineer will not be responsible for any oral instructions. All addenda sent to Bidders will become a part of the Contract Documents. No allowance will be made after bids are received for oversight by the Bidder.
- B. Where a discrepancy occurs between the prices quoted in words and/or numbers, the lowest figure quoted shall take precedence and govern in determining final costs or award of contract.

7. SUBMISSION OF BIDS - Bids must be submitted as directed in the Invitation to Bid.

8. RECEIPT OF BIDS – Bids shall be submitted in two separate sealed envelopes. One envelope shall contain the Disadvantaged Business Enterprises Provisions and shall be clearly marked with the Project Name, Bid Number and “Section 00 1310 Disadvantaged Business Enterprises Provisions.” The other sealed envelope shall contain all other bid requirements and shall be clearly marked with the Project Name and Bid Number. The envelope containing the Disadvantaged Business Enterprises Provisions shall be attached to the outside of the bid envelope. Bids received after the time so indicated shall be returned unopened.

Only the names of the respondents shall be read aloud at the time indicated for receipt of bids in the Invitation to Bid. Prior to the public opening and reading of bids, the Disadvantaged Business Enterprises Provisions shall be opened and evaluated. Bids shall be retained unopened in the Purchasing Department until the Disadvantaged Business Enterprises Provisions have been evaluated. Bidders deemed to not have met the requirements of the Disadvantaged Business Enterprises shall be notified twenty-four hours prior to bid opening that their documentation has not been accepted. Should the Bidder believe that this determination has been made in error, he should appeal the ruling in writing the City's Purchasing Director. The documentation shall then be reviewed by the City Manager or his designee and a final determination made. No appeals shall be considered after the date and time specified for the public opening and reading of the bids.

Those bids meeting the requirements of the Disadvantaged Business Enterprises Provisions shall be publicly opened and read aloud on the date specified in the Invitation to Bid.

9. WITHDRAWAL OF BIDS - Bids may be withdrawn at any time prior to opening upon written or facsimile request of the Bidder. Withdrawal of bids shall be in accordance with Section 2-4061 of the Code of the City of Savannah. Negligence on the part of the Bidder in the preparation of their proposal shall not be grounds for modification or withdrawal of a proposal after the time set for bid opening.
10. PRESENCE OF BIDDERS AT OPENINGS - At the time and place fixed for opening bids, the content of all bids will be made public for the information of all bidders and other interested parties, who may be present in person or by representative.
11. BIDDERS INTERESTED IN MORE THAN ONE BID - If more than one bid is offered by one party, or by a person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a direct bid on their behalf.
12. ONE BID RECEIVED - In the event only one bid is received, the bid will be kept by the Owner. The contract or commodity will then be re-advertised and additional bids will be solicited. Under no circumstances shall a Bidder who has filed a request to withdraw a bid be permitted to resubmit a bid for the work. If on the new bid date, again only one bid is received, it will be opened, analyzed, and, if approved by the Mayor and Aldermen, awarded.
13. REJECTION OF BIDS - The Owner reserves the right to reject any and all bids.
14. AWARD OF CONTRACT:
 - A. If a contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation by Owner indicates to the Owner that the award will be in the best interest of the City. This is a bid for construction and, therefore, the City's local vendor preference ordinance will not apply.
 - B. The City reserves the right to award separate contracts based on cost savings as reflected in the bid prices for various divisions of the work.
 - C. In case of error in the extension of prices, the unit bid prices shall govern. The Owner reserves the right to waive any informality in evaluating bids.
 - D. Business Opportunities: All factors being equal, including price, it is the City's policy to give preference in awarding contracts in the following order or priority:
 - 1) Business concerns located in or owned in substantial part by residents of the target area. The definition of target area is the planning unit in which the work is being performed.
 - 2) Business concerns located in or owned in substantial part by residents of the project area. Project area is defined as the corporate limits of the City of Savannah.
 - E. For Federally Funded Projects, the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs and the Contract Analyst of the City of Savannah within ten (10) working days of awards of any construction subcontract in excess of \$10,000 at any time for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.
 - F. The award of the contract will be made by the Mayor and Aldermen of the City of Savannah. Following such approval, the contractor will be issued a Notice of Acceptance of the Bid Proposal.
15. CONTRACT, BONDS, AND INSURANCE:
 - A. The bidder(s) to whom award is made shall enter into a written contract with the Owner within the time specified in the Proposal.

- B. Performance and payment bonds shall be furnished at the time of signing the formal agreement. These bonds must be in the form provided herein. **NO OTHER FORM WILL BE ACCEPTED.** These bonds shall be issued from a company licensed to do business in Georgia and shall be signed or countersigned by a Georgia agent and shall have a proper Power of Attorney evidencing the authority of the individual signing the bond. These bonds shall each be in an amount equal to the Contract amount.
- C. The Contractor shall secure and maintain such insurance policies as are required. Insurance shall be in accordance with the General Conditions attached hereto.

16. PROPOSALS:

- A. Proposals containing reservations, conditions, omissions, unexplained erasures or alterations, items not required in the Bid, or irregularities of any kind, may be rejected by the Owner as being incomplete and not qualified for consideration.
- B. Each Proposal shall indicate the full business name and address of the Bidder, and shall be signed by the Bidder with the usual signature. It shall also set forth the type of business organization, i.e., corporation, partnership, individual owner.
- C. A Proposal submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one or more members of the partnership. If there is no partner who is a Georgia resident, the name and address of an entity designated to receive service of process for the partnership in Georgia must be provided.
- D. A Proposal submitted by a Corporation shall be signed by the legal name of the Corporation, followed by the state of incorporation and the title designation of the Corporation in legal matters. The name of each person signing the Proposal shall be typed or printed below the signature. If not a Georgia Corporation, there must also be evidence that the corporation is licensed to do business in Georgia.
- E. A Proposal from an individual who is not a Georgia resident shall provide the name and address of an entity in Georgia with the authority to accept service of process for the individual.

17. POWER OF ATTORNEY - A Power of Attorney, or other satisfactory evidence of the authority of the officer signing in behalf of the Corporation, shall be furnished for the Owner's records.

18. EMPLOYMENT ELIGIBILITY VERIFICATION - Pursuant to the "Georgia Security and Immigration Compliance Act of 2006," O.C.G.A. Section 13-10-91, public employers and 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/300101.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://e-verify.uscis.gov/enroll/>. Bidders shall comply with this new rule, and must submit with their bid Section 00 1138 "Contractor Affidavit and Agreement." After the contract has been awarded, the Contractor shall secure from all subcontractors Section 00 1231 "Subcontractor Affidavit and Agreement" which must be submitted to the Contract Analyst of the City of Savannah prior to the subcontractor beginning work at the site.

19. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM - O.C.G.A. § 50-36-1, et seq., 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.” Bidders must comply with this new rule and therefore will be required to provide Section 00 1139 “Affidavit Verifying Residency Status for City of Savannah Benefit Application” with their bid. Note that bidders who are not citizens of the United States will be required to provide their Alien Registration Number on the Section 00 1139 Affidavit.

20. DISADVANTAGED EMPLOYMENT - The City of Savannah actively encourages disadvantaged business enterprises (DBEs) in all of its capital improvement projects. It is the policy of the City of Savannah that DBEs have the maximum feasible opportunity to participate in the performance of construction contracts and that City construction contractors utilize DBE subcontractors to the fullest extent consistent with the efficient performance of the contract.

Bidders shall comply with Section 00 1310, Disadvantaged Business Enterprises Provisions, which requires the Bidder to submit documentation of compliance with these provisions in a separate sealed envelope with their bid.

Further Bidder’s attention is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, subcontractors and opportunities for project area residents.

21. WAGE RATE - Wage Decision No. GA180089 and GA180129 is assigned to this project. The wage rates included in this project manual shall apply for all construction under this contract.

(The following contains the wage rates applicable to this project.)

**TRAVIS FIELD WATER RECLAMATION FACILITY
SW-524-10**

General Decision Number: GA180089 01/05/2018 GA89

Superseded General Decision Number: GA20170089

State: Georgia

Construction Type: Heavy

Heavy Construction, Includes Water and Sewer Lines, and Heavy Construction on Treatment Plant Sites and Industrial Sites (Refineries, Power Plants, Chemical and Manufacturing Plants, Paper Mills, Etc.)

Counties: Bryan, Chatham and Effingham Counties in Georgia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set

TRUCK DRIVER: Lowboy Truck.....\$ 17.28

1.84

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017.

If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be 'Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example:

SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bobcat/Skid Steer/Skid Loader, Bulldozer, Forklift (under 15 tons), and Loader.....	\$ 25.02	13.83
Crane (over 10 tons) and Forklift (15 tons and over).....	\$ 26.85	13.83
Crane (over 120 tons).....	\$ 27.85	13.83
Crane (over 250 tons).....	\$ 28.85	13.83
Oiler.....	\$ 22.68	13.83

PLUM0188-001 08/01/2016

	Rates	Fringes
PIPEFITTER.....	\$ 26.40	14.05
PLUMBER (Including HVAC Pipe Installation).....	\$ 26.40	14.05

SFGA0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 28.54	15.84

* SHEE0085-002 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct and Metal Roof Installation).....	\$ 29.78	12.31

SUGA2012-036 08/11/2012

	Rates	Fringes
BRICKLAYER.....	\$ 16.00	0.00
CARPENTER.....	\$ 18.50	0.35
CEMENT MASON/CONCRETE FINISHER...\$	15.90	2.66
ELECTRICIAN (Low Voltage Wiring).....	\$ 18.00	1.67
ELECTRICIAN, Excludes Low Voltage Wiring.....	\$ 19.95	5.56
GLAZIER.....	\$ 16.42	2.00
IRONWORKER, REINFORCING.....	\$ 20.48	8.41
IRONWORKER, STRUCTURAL.....	\$ 21.00	0.00
LABORER: Common or General.....	\$ 11.81	1.15
LABORER: Mason Tender - Brick...\$	9.00	0.00

LABORER: Pipelayer.....	\$ 12.00	0.23
LABORER: Plaster Tender.....	\$ 11.00	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.00	0.46
OPERATOR: Grader/Blade.....	\$ 17.52	0.00
PAINTER: Brush, Roller and Spray.....	\$ 16.00	1.62
PLASTERER.....	\$ 16.00	0.00
ROOFER, Excludes Installation of Metal Roofs.....	\$ 11.38	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 16.88	2.53
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 15.56	0.00
TILE FINISHER.....	\$ 10.31	0.00
TILE SETTER.....	\$ 14.00	0.54
TRUCK DRIVER: Dump Truck.....	\$ 13.61	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.41	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Section 00 1120

EXECUTION OF CONTRACT DOCUMENTS

To: All Bidders

Having to return contract documents to consultants/contractors due to errors or missing information, results in additional staff time and delays in initiating projects. To eliminate these problems, we have prepared the following checklist:

Bid Proposal

1. Complete the Bidder's Checklist, Section 00 1050; Bid Proposal, Section 00 1130; Bidders Qualifications, Section 00 1135; Form of Bid Bond, Section 00 1137; Contractor Affidavit and Agreement, Section 00 1138; Affidavit Verifying Residency Status for City of Savannah Benefit Application, Section 00 1139, Debarment and Suspension Requirements, Section 00 1150; Hire Savannah Agreement, Section 00 1305, and Disadvantaged Business Employment Provisions, Section 00 1310. Note: No page is to be left blank. Use forms enclosed only.

Contract Documents

2. Execute, (**but do not date**) the Agreement, Section 00 1200.
3. Execute, (**but do not date**) the Performance and Payment Bonds, Sections 00 1205 and 00 1210. Execute Section 00 1215, Bond Affidavit. Please note that the Bonds and Affidavit must be signed by an agent registered in the State of Georgia and Agent's license number must be provided. Use forms enclosed only. The AIA Form is not acceptable.
4. Provide a Certificate of Insurance, Section 00 1220, in accordance with the limits of insurance contained in the General Conditions, Section 00 1500-8. The Certificate should refer to a specific project, including project number, and should make reference to the owner, Mayor and Aldermen of the City of Savannah.
5. Complete the Contractor's and Subcontractor's Certificate concerning Labor Standards and Prevailing Wage Requirements, Section 00 1225 and 00 1230, as appropriate and return to the City's Contract Analyst. Complete the Subcontractor's Affidavit and Agreement, Section 00 1231, as appropriate and return to the City's Contract Analyst.

General

6. Throughout the documents, the Contractor's name and the Surety's name must be written exactly as they appear on the corporate seal, if any.
7. The Contractor shall return all sets of the executed contracts to the City's Contract Analyst for review and processing.

Section 00 1130

BID PROPOSAL

MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH
POST OFFICE BOX 1027
SAVANNAH, GA 31402

PROJECT TITLE: Travis Field Water Reclamation Facility

PROJECT NUMBER: SW-524-10

DATE SUBMITTED: _____

Gentlemen:

Having carefully examined the Plans, Specifications, and other Contract Documents relating to Travis Field Water Reclamation Facility (SW-524-10) dated May 2019 and Addendum No.(s) _____, and also having carefully inspected the premises and the conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, labor, skill, equipment, tools, and other items of every kind and description specified, needed or used for the complete execution of all work covered by and in conformity with the aforesaid Plans, Specifications, and other Contract Documents prepared by Thomas & Hutton Engineering Co. and the City of Savannah and all Amendments and Addenda thereto, for the sums hereinafter stated.

In the event only one bid is received, the bid will be kept by the Owner. The contract, or commodity, will then be re-advertised and additional bids will be solicited and the new bid date will be TBD, 2019. If on the new bid date, again only one bid is received, it will be opened, analyzed and, if approved by the Mayor and Aldermen, awarded.

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- a. BIDDER has examined and carefully studied the Plans and Specifications for the work and contractual documents relative thereto, and has read all Technical Provisions, Supplementary Conditions, and General Conditions, furnished prior to the opening of Bids and can fulfill the requirements of the work to be performed.

b. BIDDER further acknowledges hereby receipt of the following Addenda:

ADDENDUM NO.	DATE

- c. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions possibly affecting cost, progress, performance and furnishing of the Work.
- d. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations possibly affecting cost, progress, performance and furnishing of the Work.
- e. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions, at or contiguous to the site, and all drawings of physical conditions in or relating to existing surface or subsurface structure, at or contiguous to the site (except underground Facilities), have been identified in the Supplementary Conditions. BIDDER acknowledges such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes.

BIDDER acknowledges OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities, at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities), at or contiguous to the site or otherwise, or which relate any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including those identified in the bidding documents, associated safety precautions and programs incident thereto.

BIDDER does not consider any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Bidding Documents.

- f. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site relating to Work for which this Bid is submitted as indicated in the Bidding Documents.
- g. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- h. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies BIDDER has discovered in the Bidding Documents and the

written resolution thereof by ENGINEER is acceptable to BIDDER. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

- i. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- j. Bidder has fully coordinated with the MBR supplier, Kubota USA, and has included in the base bid price all work, materials, labor, equipment, start-up, commissioning, and all other related work to provide a complete and fully functional plant as indicated in the specifications.

BIDDER will complete the Work in accordance with the Plans & Contract Documents for the prices as shown in Schedule of Bid Proposal. The total contract price shall include the allowances specified in Section 01 21 00 and shall include all lump sum costs related to the construction of MBR system and related equipment. The lump sum costs shall also include all Taxes, insurances, bonds, permits, overhead & profit, mobilization/demobilization, start-up & commissioning, and project administration.

The City of Savannah will pay for the followings:

- a- Vertical Building Permit
- b- Land Disturbing Activity Permit
- c- EPD N.O.I
- d- Third party special inspection
- e- Third party laboratory testing (retesting of failed test shall be paid by the General Contractor)

Mobilization/Demobilization shall not exceed 1.25% of total contract amount.

SCHEDULE OF BID PROPOSAL

1. 4.0 MGD Wastewater Treatment Plant

For construction, start-up and commissioning of the new 4.0 MGD Travis Field Water Reclamation Facility complete, except for Item Nos. 2, 3, 4, 5, 6, 7, and 8.

Total Amount for Item No. 1 _____
_____ Dollars (\$ _____)

2. MBR/MBT Membrane Systems (Kubota USA) Allowance

For MBR/MBT equipment, start-up and commissioning, programming for 4.0 MGD WRF per the lump sum amount provided in the Appendix B.

Total Amount of Item No. 2: Two-Million Nine-Hundred Thirty-Two-Thousand Seventy-Seven and 00/100 Dollars _____ Dollars (\$ 2,932,077.00)

3. UV System (Enaqua) Allowance

For purchase of UV system per the lump sum amount provided in the Appendix C.

Total Amount of Item No. 3: Five-Hundred Fifty-Nine-Thousand One-Hundred-Seventy and 00/100 Dollars (includes state sales tax) _____ Dollars (\$ 559,170.00)

4. Grit Removal Systems (Hydro International / Weir Wemco) Allowance

For purchase of Grit Separator, Control Panel, Grit Pump and Grit Classifier per the lump sum amount provided in the Appendix D.

Total Amount of Item No. 4: Three-Hundred Seventy-Six-Thousand and 00/100 Dollars Dollars (\$ 376,000.00)

5. Screening System (Parkson) Allowance

For purchase of Screening system per the lump sum amount provided in the Appendix E.

Total amount of Item No. 5: Seven-Hundred Sixty-One-Thousand One-Hundred-Twenty-Seven and 00/100 _____ Dollars (\$ 761,127.00)

6. SCADA System (Emerson) Allowance

For purchase of SCADA equipment and programming per the lump sum amount provided in the Appendix F.

Total amount of Item No. 6 _____
(includes state sales tax) _____ Dollars (\$ _____)

7. Crushed Stone Bedding Allowance

For 1000 CY of Crushed Stone Bedding.

Unit price per cubic yard, _____ Dollars (\$ _____ / CY)

Total amount of Item No. 7 _____ Dollars (\$ _____)

8. Remove and Replace Unsuitable Material

For removal of 2,500 CY of unsuitable material and replacement with approved offsite borrow material for construction of the wastewater treatment plant.

Unit price per cubic yard _____ Dollars (\$ _____ / CY)

Total amount of Item No. 8 _____ Dollars (\$ _____)

TOTAL AMOUNT OF BID - Items 1, 2, 3, 4, 5, 6, 7, and 8 inclusive:

_____ Dollars (\$ _____)

The undersigned agrees that this Proposal may not be revoked or withdrawn after the time is set for the opening of bids but shall remain open for acceptance for a period of sixty (60) calendar days following such time.

Upon receipt by mail or by hand delivery of the Notice of Acceptance of the Bid Proposal and Project Manual within sixty (60) calendar days after the time for the opening of bids, the undersigned agrees to execute within ten (10) calendar days a Contract (Form of Agreement between Contractor and Owner) for the work for the above-stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond, Payment Bond, Certificate of Insurance, and Contractor Certification forms in accordance with the instructions found in the Project Manual.

The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) calendar days from the date to be specified in the Notice to Proceed from the Owner and to complete fully all work within **600** calendar days. It is also agreed that **40** days are included in the specific contract time for this portion of the project for adverse weather days per Article II of the agreement.

Enclosed herewith is a Bid Bond in the amount of _____ DOLLARS (\$ _____) being not less than 5% of the Base Bid. The Bid Bond must be submitted on the required form provided with the Invitation to Bid.

If this Proposal is accepted within sixty (60) days after the date set for the opening of bids and the undersigned fails to execute the Contract within ten (10) calendar days after receipt from the OWNER/Engineer, or if the bidder fails to furnish both a Performance Bond and Payment Bond, the obligation of the Bid Bond will remain in full force and effect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise the obligation of the Bid Bond will be null and void.

This Bid Proposal is respectfully submitted by:

Bidder (Print Name)

Signature (Owner, Partner or
Corp. Officer)

Title

GA Business Tax Certificate No.

Address

Address

Telephone Number

If Corporation, affix seal here
(SEAL)

Section 00 1135

BIDDER'S QUALIFICATIONS

LEGAL NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE _____

WHEN ORGANIZED: _____

WHEN AND WHERE INCORPORATED: _____

LICENSED OR REGISTERED TO DO BUSINESS IN STATE OF GEORGIA: YES NO

LICENSED TO DO BUSINESS IN CITY OF SAVANNAH: YES NO

CITY OF SAVANNAH BUSINESS LICENSE NUMBER: _____

IF NO, IN WHAT GEORGIA MUNICIPALITY DOES YOUR COMPANY HAVE A BUSINESS LICENSE: _____

BUSINESS LICENSE NUMBER FOR SAID GEORGIA MUNICIPALITY: _____

FEDERAL I.D. NUMBER: _____

If Partnership, list all partners and their addresses:

_____	_____
_____	_____
_____	_____
_____	_____

If there is no Georgia Partner, give name and address of agent for service of process in Georgia.

_____	_____
_____	_____
_____	_____
_____	_____

If an individual owner is not a Georgia resident, give name and address of agent for service of process in Georgia.

_____	_____
_____	_____
_____	_____
_____	_____

Bidder's Minimum Qualifications

Bidder shall demonstrate a minimum of 10 years of firm and key team member experience in contracting for water or wastewater treatment plant construction for municipal, public or private agencies.

Bidder shall have successfully managed / constructed a minimum of \$100 million in water / wastewater public works and infrastructure improvements within the past ten (10) years. Bidders should have a minimum of 10 years of progressive project management and construction experience in water and wastewater infrastructure projects including mechanical waste activated sludge plants and preferably MBR treatment plants.

Also, the Bidder shall spotlight three (3) relevant wastewater treatment plant projects constructed within the past ten (10) years. Each project shall have a contract value of \$10 Million or more, a minimum capacity of 1.0 MGD or greater, and can be for new construction or upgrade.

Each project must have included construction of cast-in-place concrete basins, installation of major process equipment, headworks, solids handling, administration and / or laboratory buildings, and supporting piping, pumping stations, electrical, instrumentation and control systems.

Descriptions of the three (3) relevant projects shall contain the following information:

- Project Name and Owner
- Owner contact information (including email address)
- Description of procurement method
- Contract value
- Year completed
- Description of the project demonstrating relevance to the City's needs
- Details on the start-up services provided
- Percentage of your firm's self-performance
- Percentage of Sub-Contractors' utilization
- Final construction cost at completion.

Include resumes for key team members (project manager, superintendent) in the bid package. Resumes should be two (2)-page maximum length per key team member.

Include Bidder's experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau for the last five (5) years.

Documentation of the Bidder's Minimum Qualifications shall be provided in a separate sealed envelope, marked as "Bidder's Qualifications", and included with the Bid Proposal.

The foregoing statement of qualifications is submitted under oath:

Should the work require compliance with the Georgia State Construction Industry Licensing Board Rules and Regulations, the Contractor and any Subcontractor shall list the appropriate License number(s):

Main Contractor's License Number: _____

Main Contractor's DUNS Number: _____

Subcontractor #1 License Number: _____

Subcontractor #1 Name: _____

Subcontractor #2 License Number: _____

Subcontractor #2 Name: _____

Subcontractor #3 License Number: _____

Subcontractor #3 Name: _____

(List additional if appropriate)

Respectfully submitted,

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

By: _____

Title: _____

Attach satisfactory evidence of the authority of the officer, or officers, signing on behalf of a corporation.

Section 00 1137

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____, a surety company duly qualified and authorized under the laws of the State of Georgia to act as Surety on bonds, as Surety, are held firmly bound unto **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, as Obligee, in the sum of: _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents,

SIGNED, SEALED AND DATED this _____ day of _____, 2019.

WHEREAS, Principal is herewith submitting its Proposal to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation of the State of Georgia, for the **Travis Field Water Reclamation Facility (SW-524-10)**.

The condition of this obligation is such that if the Principal shall permit said Proposal to remain in full force and effect for a period of sixty (60) calendar days following the opening of the bids for such work, and if within said period the Principal shall, within ten (10) days after receipt of contract documents, enter into a contract and furnish a Performance Bond and Payment Bond in accordance with terms of said Proposal then this obligation shall be null and void; but if the Principal shall fail to do any one or more of such things, this obligation shall be in force and effect, and the Principal and Surety shall promptly pay to the Obligee, as agreed liquidated damages, the full sum above stated.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2019.
(Principal must indicate whether corporation, partnership or individual.)

Principal (Seal)

Witnessed:

BY: _____

TITLE: _____
(If a corporation, a raised corporate seal must be affixed)

Surety

Attach Copy of Power of Attorney

BY: _____ (Seal)
Its Attorney in Fact

As to the Surety

BY: _____
Attorney in Fact/Georgia Agent

Section 00 1138

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 Section 00 12 31 of this Contract. 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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

*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).

Section 00 1139

Affidavit Verifying Residency Status for City of Savannah Benefit Application

By executing this affidavit, I, _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity], as a bidder for **Travis Field Water Reclamation Facility (SW-524-10)** or other public benefit as reference in O.C.G.A. Section 50-36-1, aver, represent and state under oath my residency status with respect to my bid for the referenced City of Savannah contract, as follows:

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

OR

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

OR

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

I make the above representation under oath understanding 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, and that such false, fictitious, or fraudulent statement or representation may also violate federal law.

Signature of Applicant:

Date

Printed Name

* _____
Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

Section 00 1140

NOTICE OF ACCEPTANCE OF THE BID PROPOSAL

TO:

PROJECT DESCRIPTION: Travis Field Water Reclamation Facility

PROJECT NUMBER: SW-524-10

The Mayor and Aldermen of the City of Savannah have considered the Bid submitted by your firm for the above described PROJECT in response to our Invitation to Bid dated _____. On _____, your bid, amounting to \$_____ was approved by the Mayor and Aldermen. You are hereby notified that your BID has been accepted and that your firm has been awarded a contract for referenced project.

Upon receipt of the contract documents, please execute the Agreement and the Performance and Payment Bonds, but do not date them. Also provide Certificate of Insurance and all other required contract documents which shall be returned to the City Project Manager/Project Engineer no later than ten (10) calendar days after receipt. Performance and Payment Bonds may be waived for contracts awarded under \$100,000.00.

You are required to return an acknowledged copy of this NOTICE OF ACCEPTANCE OF THE BID PROPOSAL to the Contract Analyst.

Dated this _____ day of _____, 2019.

FOR THE CITY OF SAVANNAH

By: _____

John L. Sawyer
Public Work/Water Resources Director

Acceptance of Notice

Receipt of the above Notice of Acceptance of the Bid Proposal is hereby acknowledged.

BY: _____ Contractor _____

Title

THIS THE _____ DAY OF _____, 20____

Section 00 1150

DEBARMENT AND SUSPENSION REQUIREMENTS

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

The prospective primary participant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e) Contractor will be verified against the General Service Administration (GSA) debarred list at GSA's website
<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

CONTRACT AND PAYMENT FORMS

CONTRACT FORMS

00 1200	Agreement
00 1205	Performance Bond
00 1210	Payment Bond
00 1215	Bond Affidavit
00 1220	Certificate of Insurance
00 1225	Contractor's Certification
00 1230	Subcontractor's Certification
00 1231	Subcontractor Affidavit & Agreement Employee Eligibility Verification

Section 00 1200

AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 20____, by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, party of the first part, hereinafter called the OWNER, and _____, party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH: that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

ARTICLE I - Scope of Work

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the plans and described in the Project Manual for the project entitled: **Travis Field Water Reclamation Facility (SW-524-10)**, all in accordance with the requirements and provisions of the Contract documents and the Contractor's Proposal submitted _____, 2019, as defined in the General Conditions all of which are hereby made a part of this Agreement.

ARTICLE II - Time Completion

(a) The work to be performed under this Contract shall be commenced within ten (10) calendar days after the date of the Notice to Proceed. Contract time shall be determined on the calendar day basis. The work shall be completed within **600** calendar days after the date of such Notice with such extensions of time as are provided for in the General Conditions. It is agreed that **40** days have been included in the contract time for delays due to adverse weather conditions based on National Oceanographic and Atmospheric Administration (NOAA) historical data.

ARTICLE III - Contract Price

The Owner shall pay the Contractor as just compensation for the performance of this contract, subject to any additions or deductions as provided in the Contract Documents, the unit or lump sum price as contained in the Bid Schedule attached hereto.

The Contract Amount is _____ Dollars (\$ _____) based upon unit and lump sum prices extended as herein contained.

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

**THE BID SCHEDULE OF THE SUCCESSFUL BIDDER
SHALL BE CONFORMED AND INSERTED HEREIN
TO BECOME A PART OF THE COMPLETED CONTRACT
DOCUMENT**

ARTICLE IV - Acceptance and Final Payment

(a) Upon receipt of written notice from the City Project Manager/Project Engineer that the work is ready for final inspection and acceptance, the Owner shall within 1 week make such inspection, and when the Owner finds the work complete under the Contract and the Contract fully performed the Owner will promptly issue a final certificate, over the owner's signature, stating that the work required by this contract has been completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the Owner within thirty (30) days after the date of final certificate and receipt of record drawings.

(b) Before final payment is made, the Contractor shall submit evidence satisfactory to the City Project Manager/Project Engineer that all payrolls, material bills, and other indebtedness connected with work have been paid, except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

(c) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the City Project Manager/Project Engineer so certifies, the Owner shall, upon certification of the City Project Manager/Project Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE V - Component Parts of the Contract

This Contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

1. Invitation to Bids
2. Instruction to Bidders
3. Bid Proposal
4. Bid Bond
5. Agreement
6. Payment and Performance Bonds
7. Certificate of Insurance
8. Contractor's Certification
9. Notice of Acceptance of Bid Proposal
10. General Conditions
11. Supplemental General Conditions, if required
12. City/Federal Labor Standards Provisions/Equal Opportunity Provisions
13. Contract Administrative Forms
14. Technical Provisions
15. Other Documents as may be required by law or appended hereto.
16. Plans and Drawings: as prepared by: Thomas & Hutton Engineering Co. dated May 2019. Specifications prepared or issued by: Thomas & Hutton Engineering Co. and The City of Savannah and dated May 2019.

ADDENDA:

No. _____, dated _____, 2019

No. _____, dated _____, 2019

No. _____, dated _____, 2019

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written in seven (7) counterparts, each of which shall for all purposes be deemed an original.

OWNER:
THE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH

ATTEST:

(SEAL)

BY: Roberto Hernandez
CITY MANAGER

BY: Mark Massey
CLERK OF COUNCIL

Contractor must indicate whether corporation, partnership, or individual.

ATTEST:

NAME

CONTRACTOR

TITLE

BY

TITLE:

CONTRACTOR'S ADDRESS:

(SEAL)

(P.O. Box)
(Physical Address)
(City, State, Zip)

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

CONTRACTOR'S FEDERAL I.D. NO. _____

Section 00 1205

**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 Travis Field Water
Reclamation Facility (SW-524-10), 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)
As to the Principal	PRINCIPAL
	BY: _____
	ATTEST: _____

	Surety
	BY: _____ (SEAL)
	It's Attorney in Fact
_____	BY: _____
As to the Surety	Attorney in Fact/Georgia Agent

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

Section 00 1210

**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 **Travis Field Water
Reclamation Facility (SW-524-10)**, a copy of said contract being attached hereto and
made a part hereof the same as if set forth fully herein.

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

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

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

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

SIGNED, SEALED AND DELIVERED
In the presence of:

	_____ PRINCIPAL (SEAL)
	BY: _____
_____ As to the Principal	ATTEST: _____
	_____ Surety
	BY: _____ (SEAL) It's Attorney in Fact
_____ As to the Surety	BY: _____ Attorney in Fact/Georgia Agent

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

Section 00 1215

BOND AFFIDAVIT

State of _____

County of _____

Before me, the undersigned authority, personally appeared _____, who, being duly sworn, deposes and says that he /she is a duly authorized insurance agent, properly licensed under the laws of the State of _____, to represent _____ of _____, a company authorized to make corporate surety bonds under the laws of the State of Georgia.

Said agent further certifies that as Attorney-in-fact for the said _____ has signed the attached bond in the sum of _____ (U.S. \$ _____) on behalf of the contractor, _____ covering the Project, **Travis Field Water Reclamation Facility (SW-524-10)**,

Said agent further certifies that the premium on the said bond is _____ which will be paid in full direct to him/her as Agent, and included in his/her regular accounts to the said surety, _____ and that he/she will receive the regular commission of _____ percent as Agent for the execution of said Bond and that his commission will not be divided with anyone except as follows: _____ percent to _____, who is duly authorized resident insurance agent and properly licensed under the laws of the State of Georgia.

_____ (Georgia agent) who, being duly sworn, deposes and says that he/she is a duly authorized insurance agent properly licensed under the laws of the State of Georgia.

Countersigned:

Agent and Attorney In Fact

Georgia Agent/License No.

Sworn to and subscribed before me
This _____ day of _____, 20____.

Notary Public

My commission expires:

Section 00 1220

CERTIFICATE OF INSURANCE

The City requires in addition to the Certificate of Insurance, endorsements to each policy to include a 30-day cancellation notice and a waiver of subrogation in favor of Mayor and Aldermen of the City of Savannah, its agents and / or employees.

NOTE: Please attach Certificate of Insurance and Endorsements to this page.

Section 00 1225

**CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS & PREVAILING WAGE REQUIREMENTS**

Project Name: Travis Field Water Reclamation Facility

Project Number: SW-524-10

1. The undersigned having executed a contract with The Mayor and Aldermen of the City of Savannah for the construction of the above identified project acknowledges that:

(a) The Labor Standards Provisions are included in the aforesaid contract;

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any low tier subcontractor, is his responsibility;

2. Contractor certified that:

(a) Neither the contractor nor any firm, partnership or association in which the contractor has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [10 U.S.C. 176a - 2(a)].

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if said subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. The contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of a subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certificate Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. The contractor certifies that:

(a) The legal name and business address of the undersigned are:

(b) The undersigned is:

1. Single Proprietorship
2. Partnership
3. Corporation Organized
4. Other Organization (Describe)

(c) The name, title, and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(d) The name and address of all other persons both natural and corporate having substantial interest in the undersigned and the nature of the interest are: (If none so state.)

Name	Title	Address

(e) The name, address and trade classification of all other building construction contractors in which the undersigned has a substantial interest are: (If none so state.)

Name	Title	Trade Classification

Date: _____ By: _____ Contractor

WARNING

U. S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

Section 00 1230

**SUBCONTRACTORS CERTIFICATIONS
CONCERNING LABOR STANDARDS & PREVAILING WAGE REQUIREMENTS**

Project Name: Travis Field Water Reclamation Facility

Project Number: SW-524-10

1. The undersigned having executed a contract with _____
(Contractor) for construction of the above identified project acknowledges that:

- (a) The Labor Standard Provisions are included in the aforesaid contract;
- (b) Neither the subcontractor or any firm, partnership or association in which the subcontractor has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 176 a - 2(a)].
- (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if said subcontractor or any firm, corporation, partnership or association in which subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. The subcontractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of a subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certificate Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractors.

(a) The workmen will report for duty on or about _____.

3. The subcontractor certifies that:

(a) The legal name and business address of the undersigned are:

The undersigned is:

1. ___ A Single Proprietorship
2. ___ A Partnership
3. ___ A Corporation Organized in the State of _____
4. ___ Other Organization (Describe)

(b) The name, title, and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(c) The name and address of all other persons both natural and corporate having substantial interest in the undersigned and the nature of the interest are: (If none so state.)

Name	Title	Address

(d) The name, address and trade classification of all other building construction contractors in which the undersigned has a substantial interest are: (If none so state.)

Name	Title	Trade Classification

Date: _____

By: _____
Subcontractor

WARNING

U. S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

Section 00 1231

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT
Employment Eligibility Verification

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____
(Contractor)

on behalf of 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.

EEV / Basic Pilot Program* User Identification Number

BY:

Subcontractor Name

Date

Signature of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

*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).

LABOR STANDARDS/EQUAL OPPORTUNITY PROVISIONS

City Labor Standards/EEO Provisions	Section 00 1300
Disadvantaged Business Employment Provisions	Section 00 1310
Federal Equal Opportunity Provisions	Section 00 1320
Federal Labor Standards Provisions	Section 00 1330
Attachment to Federal Labor Standards Provisions	Section 00 1340
City of Savannah, Bureau of Public Development, General Specifications and Conditions for CDBG Contracts	Section 00 1350



Section 00 1300

CITY LABOR STANDARDS / E.E.O. PROVISIONS

01 - LABOR STANDARDS PROVISIONS: The attached Labor Standards Provisions are a part of the contract documents and shall be complied with on the project. Conduct of the work shall conform to the following Payment of the Prevailing Rate of Wages and Decision Number GA180089 and GA180129.

Payment of the Prevailing Rate of Wages

1. All construction contracts to be let by the City of Savannah shall include a wage determination for each classification of employees based on the rate of wages which have been approved by the Department of Labor pursuant to the Davis-Bacon Act for Chatham County.
2. A copy of the wage determination must be posted by the successful contractor and maintained where it can easily be seen by all employees.
3. Rates of pay for each classification of employees shall be at least the minimum shown on the wage determination for each classification.
4. No classification of employee shall be employed on a project unless either the classification appears on the wage determination as set forth in the contract or the classification and rate have been approved by the City of Savannah.
5. Each week as work progresses, the Contractor must submit to the City of Savannah within seven (7) days, a copy of all payroll records with an affidavit that the weekly wages paid are not less than the applicable wage rates contained in the wage determination incorporated into the contract and the classification set forth therein for each laborer or mechanic conforms with the work he performed.
6. All prime contractors shall include the wage determination and all provisions specified herein in all subcontracts.
7. The contractors shall make employment records available for inspection by authorized representatives of the City of Savannah and will permit employees to be interviewed during working hours by these representatives to determine compliance with provisions of the standards set forth herein.
8. In the event of a violation of these provisions, the City of Savannah may, after notice of the contractor, terminate the contract for failure to comply with these provisions.

02 - DISCRIMINATION PROHIBITED:

(a) In all hiring or employment made possible by or resulting from this contract, there (1) shall not be any discrimination against any employee or origin, and (2) affirmative action shall be taken to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(b) No person in the United States shall, on the ground of race, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The Contractor and each employer will comply with all requirements imposed by or pursuant to the regulations of HUD effectuation Title VI of the Civil Rights Act of 1964.

(c) The Contractor hereby agrees that he will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to the Contract, the equal opportunity clause which is a part of the labor standard provision attached hereto.

The Contractor further agrees that he will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60 with respect to its own employment practices when it participates in federally assisted construction work.

The Contractor agrees that he will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clauses and the rules, regulations, and relevant orders of the Secretary of Labor, that he will furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that he will otherwise assist HUD in the discharge of its primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Execution Order 11246 of September 24, 1965, with a contractor debarred from or who has not

demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Contractor agrees that if he fails or refuses to comply with these undertakings, the City Manager may take any or all of the following actions:

Terminate or suspend in whole or in part this contract; refrain from extending any further payment to the Contractor under the contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) The Contractor further agrees to establish and execute personnel policies in compliance with City and HUD guidelines.

03 - EQUAL OPPORTUNITY:

A. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or natural origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or age or national origin. As used herein, the work "treated" shall include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the forms of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted, upgraded; demoted; downgraded; transferred, laid off; and terminated. The Contractor/Subcontractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the non-discrimination clause.

Contractor's/Subcontractor's affirmative action plan should provide at least the following elements:

1. Company's Equal Employment Opportunity Policy:

A statement which clearly states the company's policy of non-discrimination in employment because of race, color, religion, age or national origin.

2. Coordination and Administration of Program:

Designate a person of responsibility and authority in the company and the address and telephone number of that person who will be responsible for coordination of the company's equal employment opportunity program. Also, specify procedures by which policy and affirmative action program will be disseminated to all employees.

3. Analysis of:

a. Recruitment and Employment Practices:

Evaluate the extent to which present practices and policies, including recruitment sources, act to exclude minorities from becoming applicants for employment with your company.

b. Work Force:

Evaluate the current extent of minority group employment in management, clerical, skilled, and semi-skilled categories with the company during the period in which the HUD assisted work is being done.

4. Establishment of Goals and Timetables:

Based on the analysis done in the preceding section, develop numerical goals (in numbers or percentage man-hours) to work toward within a given time period (time period with which HUD assisted work will be done) in placing minorities in management, clerical, skilled, semi-skilled, or unskilled positions or trainee positions for your company.

5. Specified Affirmative Action Steps:

Develop specific affirmative action steps which the company will make in efforts to reach goals and thus provide equal employment opportunity.

6. A prospective Contractor/Subcontractor for work in connection with Community Development project shall provide the City with a preliminary statement of work force needs (management, clerical, skilled, semi-skilled, unskilled labor and trainees by category) to accompany the contractor's bid proposal.

7. The Contractor shall provide the City with the Contractor's and Subcontractor's Affirmative Action Plans to accompany the Contractor's bid proposal.

B. The Contractor/Subcontractor shall, in all solicitation or advertisements for applicants for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, or national origin.

C. The Contractor/Subcontractor shall send to each labor union or representative of workers with which collective bargaining agreement or

other contractor or understanding has been reached, if any, a notice advertising the labor union or worker's representative of the Contractor commitments under the Equal Employment Opportunity of the City of Savannah, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor/Subcontractor shall furnish all information and reports required by the City or its representative, and shall permit access to any books, records, and accounts for purposes of investigation to ascertain compliance with the program.

E. The Contractor shall take such action with respect to any Subcontractors as the City may direct as a means of enforcing the provisions of paragraphs (a) through (i) herein, including penalties and sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's Equal Employment Opportunity Program and in the case of contracts receiving Federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

F. The Contractor shall cause each Subcontractor, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such time as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and any Subcontractor.

G. The Contractor shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Policy in every subcontract or purchase order of \$10,000 or more so that such provisions will be binding upon each Subcontractor or vendor.

H. Refusal or failure of a prospective Contractor to comply with the provisions of this section as applicable at the time of bidding, as to the Contractor or a prospective Subcontractor, shall result in that Contractor not being considered a responsible bidder and may result in the rejection of the bid, or if such failure or refusal is discovered after award of the contract, the Contractor or Subcontractor shall be subject to the provisions of subsection (i) below.

I. Refusal by the Contractor or Subcontractor to comply with any part on or of this program as herein stated and described will subject the offending party to any or all of the following penalties:

1. Withholding all future payments under the involved public contract to the party in violation until it is determined that the party is in compliance with the provisions of the contract.

2. Refusal of all future bids where a party is a Contractor or Subcontractor under any public contract with the City of Savannah or any of its departments or divisions until such time as the Contractor or Subcontractor demonstrates that the policy herein outlined shall be complied with by each party.

3. Suspension or termination of the public contract and declaration of forfeiture of the performance bonds as the Contractor or suspension or termination as to the rights of payment to the Subcontractor.

4. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure, or as may be provided for by contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable laws, of Contractors, Subcontractors, or other organizations, individuals or groups who prevent directly, indirectly, or seek to prevent directly or indirectly compliance with the policy, as herein outlined.

J. As used herein, the term "Subcontractor" shall be used as the singular or plural and refer to any party with whom a Contractor or prospective Contractor shall perform work or provide supplies or materials of \$10,000 or more under the proposed or actual contract.

04 - SUBCONTRACTS:

None of the work or services covered by this contract shall be subcontracted hereunder after the award of a contract without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract. Contractors are encouraged to hire local Subcontractors and procure from local suppliers as provided in paragraph 05, Opportunities for Residents.

05 - OPPORTUNITIES FOR RESIDENTS:

A. Employment: In all work made possible by or resulting from this contract, affirmative action will be taken to insure that residents of the Community Development Project Area are given maximum opportunities for training and employment. The project area is defined as the corporate limits of the City of Savannah.

B. Procedures for Recruiting Low Income Residents Under Section 3 Covered Projects: Each Contractor and Subcontractor must employ the following procedures for seeking low income area residents for employment

in entry level and vacant positions:

1. Advertisements in local newspapers, including minority owned newspapers, and through signs placed at the proposed project site.
2. Solicit applicants through the Savannah Area Minority Contractors Association and the CETA Unit of the Georgia State Employment Service.
3. Maintain a list of all low income area residents who have applied on their own or on referral from any source and employ such persons if otherwise eligible and if a vacancy exists.
4. Any Contractor or Subcontractor who fills vacant positions at any time after award of the contract to the party (Contractor/Subcontractor) who will undertake work pursuant to this contract shall set forth evidence acceptable to the City that its actions were not an attempt to circumvent these regulations.

C. Business Opportunities: All factors being equal, including price, it is the City's policy to give preference in awarding contracts in the following order of priority:

1. Business concerns located in or owned in substantial part by residents of the target area. The definition of target area is those planning units in which Community Development work is being performed.
2. Business concerns located in or owned in substantial part by residents of the project area. Project area is defined as the corporate limits of the City of Savannah.

The exception to the above is in the case of an urban renewal area whereby the project area is defined as the boundaries of the urban renewal area.

06 - SAFETY AND HEALTH REGULATIONS:

The Contractor shall comply with the Department of Labor and Safety and Health Regulations for construction promulgated under Occupational Safety and Health Act of 1970 (PL-91-5996) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

07 - ACCESS TO ALL RECORDS:

The Contractor must guarantee to the Department of H.U.D., the Comptroller General of the United States, the City of Savannah, or any authorized representative access to any books, documents, papers and records of the Contractor and Subcontractor which are pertinent to the Project.

08 - NON-SEGREGATED FACILITIES:

A. A Certification of Non-Segregated Facilities, as required by the May 19, 1987 order, on elimination of segregated facilities by the Secretary of Labor must be submitted by the Contractor prior to the award of this contract.

B. A Certification of Non-Segregated Facilities, as required by the May 19, 1967 order (32 F.R. 7439, May 1967), on elimination of segregated facilities, by the Secretary of Labor must be submitted prior to the award of the subcontract exceeding \$10,000 Clause.

C. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the Notice to Prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

SECTION 00 1305

Hire Savannah Program Participation

- a. The City of Savannah seeks to increase the utilization of the local workforce to the greatest extent possible on City contracts. To achieve this priority, the City of Savannah Mayor and Aldermen endorse efforts to establish hiring agreements with businesses benefitting from municipal contracts with the City to hire local workers residing in the city of Savannah, Georgia.
- b. To the extent otherwise permitted by law, the requirements of the Hire Savannah Program shall be included in all bid awards of \$100,000 or more for covered services and \$250,000 or more for construction-related services as a method of inducing contractors to hire qualified workers who reside in Savannah, Georgia.
- c. To assist contractors in maximizing local labor use, the City of Savannah has partnered with WorkSource Coastal (WSC). WSC assists employers and job seekers in meeting job training and employment needs throughout the ten-county coastal region including Savannah and Chatham County. WSC will post contractor job openings, coordinate recruitment among partner agencies, and refer qualified candidates to contractors for hiring consideration. Additional employer services are also available through WSC, including federally-subsidized training and/or wages for eligible activities.
- d. The Contractor is fully responsible for the work performed under the contract, and this responsibility is not in any way diminished by the use of labor supplied by WSC, nor is the City of Savannah or WSC accepting any responsibility for non-compliance with the contract due to the performance, or lack thereof, on part of labor supplied by WSC.
- e. The Contractor is responsible for the compliance of all contractors providing services under the Covered Contract, including subcontractors and lower-tier subcontractors but excluding material manufacturers and suppliers, with the requirements of the Hire Savannah Policy.
- f. In responding to this solicitation, the bidder/proposer shall complete a Hire Savannah Agreement, indicating that it agrees to be bound to contractual obligations to use good faith efforts to meet Hire Savannah Program requirements and hire Qualifying Workers residing in Savannah, Georgia.
- g. If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.

HIRE SAVANNAH AGREEMENT

Event #:		Event Name:	
Bidder/Proposer Name:			

The City of Savannah Mayor and Aldermen have established a priority to increase the utilization of the local workforce to the greatest extent possible on City contracts. To achieve this goal, the City has established the Hire Savannah Policy and Program which shall be included in all eligible bid awards of \$100,000 or more for covered services and \$250,000 or more for construction-related services as a method of inducing contractors to hire qualified workers who reside in Savannah Georgia.

Contractors responding to this solicitation are required, as an issue of responsibility, to indicate that it agrees, if awarded a Covered Contract, to be bound to contractual obligations requiring it to use good faith efforts to meet the Hire Savannah Program requirements. If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.

A "Covered Contract" is a City-awarded contract that: (a) is not subject to state or federal requirements that prohibit or pre-empt the application of this Program to the contract; and (b) pays the Contractor \$100,000 or more for covered services or \$250,000 or more for construction-related services. "Construction-related Services" means services purchased by the City that involve construction, demolition, alteration and/or repair of city buildings, city public works or other city facilities.

Covered Services include the following services purchased by the City: food preparation or distribution; security services; routine maintenance services, such as janitorial, cleaning, refuse removal, recycling collections, and other similar services for normal upkeep of facilities; repair or refinishing services for furniture, fixtures, vehicles, machinery, or equipment, including preventative maintenance replacement of parts, and other activities needed to preserve the asset; clerical or other nonsupervisory office work, whether by temporary or permanent personnel; printing and reproduction services; and landscaping, lawn, or agricultural services. Covered Services does not include professional services, which are those technical services provided by an individual licensed Georgia professional or a registered professional consultant, including but not limited to lawyers, architects, engineers, and other design consultants.

The City of Savannah Hire Savannah Policy is posted on the City of Savannah website. By signing below, the Bidder/Proposer affirms that it has read, understands and agrees to be bound by the terms and conditions of the Hire Savannah Policy.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

Company Name: _____

Company Address: _____

Company Official/Representative: _____

Position Title: _____

Authorizing Signature: _____

Date: _____

**SECTION 00 1310
DISADVANTAGED BUSINESS EMPLOYMENT PROVISIONS**

The City of Savannah actively encourages employment and participation of small and 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 disadvantaged business enterprises (DBEs) be given fair opportunity to participate in the performance of services for the City, and that prime contractors utilize DBE subcontractors and suppliers to the fullest extent possible consistent with the efficient performance of the contract. The City of Savannah has established a 20% DBE goal for this project.

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 00 1310 Disadvantaged Business Employment Provisions)** with their bid:

1. Non-discrimination statement (Sec. 00 1310-3) and;
2. Proposed schedule of disadvantaged business enterprise participation (Sec. 00 1310-4) 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 DBEs.
- ✓ Advertising in general circulation media, trade association publications, or disadvantaged business enterprise media to solicit bids from 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 DBE subcontracting in trades with established availability of DBE subcontractors.
- ✓ Providing a minimum of 10 days notice prior to the Bid due date to DBEs 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 DBE 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 DBE listed in the completed form entitled "Proposed Schedule of DBE Participation" (Section 00 1310-4) 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 DBE 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 DBE certification or an application for DBE certification under review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City's evaluation process.

No bidder shall enter into an agreement with any DBE that would in any way limit the DBE'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

Small Business Assistance Corporation maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 232-4700 or visit the website at www.sbacsav.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 DBE PARTICIPATION

Any DBE listed in this completed form 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 DBE 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 DBE certification or an application for DBE certification under review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City's evaluation process.

Name of Bidder/Proposer: _____ Bid No. _____

Project Title: Travis Field Water Reclamation Facility (SW-524-10)

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

Name of DBE Participant	Telephone	Email	Address (City, State)	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							%

The undersigned will enter into a formal agreement with the DBE 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: _____

Disadvantaged Business Enterprise

GOOD FAITH EFFORT

Prime Company Name

Bid Date

Travis Field Water Reclamation Facility (SW-524-10)

Project Name

Event Number

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

If the bidder's method of compliance with the 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 DBE or non DBE.

(Use additional sheets, if necessary)

List of:
Subcontracting Opportunities

List of:
Supplier Opportunities

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

_____ Yes

Date of Listing ____/____/____.

_____ No

Source _____

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

_____	_____
_____	_____
_____	_____

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

- (1) Completed Good Faith Effort Log see: 00 1310-7 Log
- (2) Evidence of solicitation to prospective DBE 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.

FEDERAL EQUAL OPPORTUNITY PROVISIONS

106 FC-2 THRU 106 FC-9

Section 00 1320

Section 00 1320
Federal Equal Opportunity Provisions
106 FC-2 thru106 FC-9

106- FC-2 DISCRIMINATION PROHIBITED

- a. In all hiring or employment made possible by or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, sex or national origin, and (2) affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. This requirement shall apply to, but not to be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment notices to be provided by HUD setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- b. No person in the United States shall, on the ground of race, color, or religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The Contractor and each employer will comply with all requirements imposed by or pursuant to the regulations effectuating Title VI of the Civil Rights Act of 1964.

FC-3 EQUAL EMPLOYMENT OPPORTUNITY

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations form which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standard provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all **sites**, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel meet the Contractor's obligation to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contract or its union have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs

funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees who have any responsibility for hiring, assignment, layoff, termination or other employment, including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to anyone discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. No later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority: Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially desperate manner (for example, even though the Contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11245, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs.

Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. The Contractor shall furnish all information and reports required by the City or its representative, and shall permit access to any books, records, and accounts for purposes of investigation to ascertain compliance with the program.

17. The Contractor shall take such action with respect to any Subcontractor as the City may direct as a means of enforcing the provisions of paragraphs 1

through 20 herein, including penalties and sanctions for non-compliance, provided, however, in the event the Contractor becomes involved or threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's Equal Employment Opportunity Program and in the case of contracts receiving Federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

18. The Contractor shall and cause each Subcontractor, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such time as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and any Subcontractor.
19. Refusal or failure of a prospective Contractor to comply with the provisions of this selection as applicable at the time of bidding as to the Contractor or a prospective Subcontractor, shall result in that Contractor not being considered a responsible bidder and may result in the rejection of the bid, or if such failure or refusal is discovered after award of the contract, the Contractor or Subcontractor shall be subject to the provisions of Subsection 20 below.
20. Refusal by the Contractor or Subcontractor to comply with any part on or of this program as herein stated and described will subject the offending party to any or all of the following penalties:
 - a. Withholding all future payments under the involved public contract to the party in violation until it is determined that the party is in compliance with the provisions of the contract.
 - b. Refusal of all future bids where a party is a Contractor or Subcontractor under any public contract with the City of Savannah or any of its departments or divisions until such time as the Contractor demonstrates that the policy outlines shall be complied with by each party.
 - c. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure, or as may be provided for by contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable laws, of Contractors, Subcontractor, or other organizations, individuals or groups who prevent directly, indirectly, or seek to prevent directly or indirectly compliance with the policy, as herein outlined.
21. As used herein, the term "Subcontractor" shall be used as the singular or plural and refer to any party who provides the Contractor with supplies, materials or workmanship of \$10,000 or more under the contract.

FC-4 SUBCONTRACT

None of the work or services covered by this contract shall be subcontracted hereunder after the award of a contract without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract. Contractors are encouraged to hire local Subcontractors and procure from local suppliers as provided in chapter 11-102 of the City Code.

FC-5 OPPORTUNITIES FOR RESIDENTS (SECTION 3 OF HUD ACT OF 1968)

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary and applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of works with whom he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the letter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued

thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. **Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract** through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

FC-6 COMPLIANCE WITH AIR AND WATER ACTS

This contract is subject to the requirements of the Clean Act, as amended, 42 USC 1857 et seq., The Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations:

1. The Contractor shall require of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. The Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, (330 USC 1318) relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. The Contractor will provide prompt notice of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. The Contractor will include, or cause to be included, the criteria and requirements to paragraphs (1) through (4) of this section in every nonexempt subcontract and take action as the Government will direct as a means of enforcing such provisions.

FC-7 NON-SEGREGATED FACILITIES:

A. Certification of Non-Segregated Facilities, as required by the May 8, 1967 order (32 F.R. 7439, May 19 1967), on elimination of Segregated Facilities, by the Secretary of Labor must be submitted prior to the award of this subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

B. A Certification of Non-Segregated Facilities, as required by the May 19,

1967 order (32 F.R., 7439, May 1967), on elimination of Segregated Facilities, by the Secretary of Labor must be submitted by the Contractor prior to the award of this contract.

C. Contractor's receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this Notice to Prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

FC-8 INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or Delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this contract or any benefit to arise therefore, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE CITY, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS

No member, officers, or employee of the City of Savannah or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program.

FC-9 LEAD-BASED PAINT PROHIBITED

The use of lead-based paint on any surface of any residential structure is prohibited. Residential structure means any house, apartment or structure where persons reside, including a day care center, senior citizens center, community facility, etc., ". . . with respect to paint which is manufactured after June 22, 1977. Lead-based paint means any paint containing more than six one-hundredths of one percent lead by weight (calculated as lead metal) in the total non-volatile content of the paint, or the equivalent measure of lead in the dried film of paint already applied."

SECTION 00 1330
FEDERAL LABOR STANDARDS PROVISIONS

**Section 00 1330
FEDERAL LABOR STANDARDS PROVISIONS**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and

fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where Federal Labor Standards Provisions U.S. Department of Housing and Urban Development Office of Labor Relations appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonable anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same

prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the

amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all

subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal

prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of

Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not

less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29

CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek

unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to

satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

3.1 THROUGH 3.11

Section 00 1340

Section 00 1340

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

**SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR**

TITLE 18, U.S.C., SECTION 874

**(Replaces section 1 of the Act of June 13, 1934)
(48 Stat. 948, 40 U.S.C., sec 276b)
pursuant to the Act of June 25, 1948, 62 Stat. 862)**

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

**SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED
(48 Stat. 948, 62 Stat. 862, 63 Stat. 108)
(72 Stat. 967, 40 U.S.C., sec 276c)**

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall comply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part", as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

SECTION 3.3 WEEKLY STATEMENT WITH RESPECT TO PAYMENT OF WAGES

(a) As used in this section, the term "employees" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirement of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitation, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 1964, AS AMENDED AT 33 F.R. 10186, JULY 17, 1968)

SECTION 3.4 SUBMISSION OF WEEKLY STATEMENTS AND THE PRESERVATION AND INSPECTION OF WEEKLY PAYROLL RECORDS

(a) Each weekly statement required under 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wage paid. Such payroll records shall be made available at all times for inspection by the contracting officer of his authorized representative and by the authorized representatives of the Department of Labor.

SECTION 3.5 PAYROLL DEDUCTIONS PERMISSIBLE WITHOUT APPLICATION TO OR APPROVAL OF THE SECRETARY OF LABOR

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal Social Security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such repayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court proceed to be paid to another unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, or unemployment benefits, vacation pay, saving accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) the deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit unions statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under 526.27(a) of this title shall be kept.

SECTION 3.6 PAYROLL DEDUCTIONS PERMISSIBLE WITH THE APPROVAL OF THE SECRETARY OF LABOR

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under 3.5. The Secretary may grant permission whenever he finds:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

SECTION 3.7 APPLICATIONS FOR THE APPROVAL OF THE SECRETARY OF LABOR

Any application for the making of payroll deductions under 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specification, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

SECTION 3.8 PROHIBITED PAYROLL DEDUCTIONS

Deductions not elsewhere provided for by this part and which are not found to be permissible under 3.6 are prohibited.

SECTION 3.09 METHODS OF WAGES

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

SECTION 3.10 REGULATIONS PART OF CONTRACT

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see 5.5 (a) of this subtitle.

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

SECTION 3.1 PURPOSE AND SCOPE

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States.

The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payments permissible on such work.

SECTION 3.2 DEFINITIONS

As used in the regulations in this part:

(a) The term "building" or "work" generally includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the forgoing sentence, the manufacture or furnishing of materials, articles, supplies or equipment, (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction", "prosecution", "completion", or "repair", means all types of work done on a particular building or work at the site there of, including, without limitation, altering, remodeling, painting and decorating, the transporting of material and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public buildings" or "public work" include building or work for whose construction prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment of part payment is made directly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agency of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporation, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 00 1350

**CITY OF SAVANNAH
BUREAU OF PUBLIC DEVELOPMENT
GENERAL SPECIFICATIONS AND CONDITIONS FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTS WITH
CONTRACTORS**

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Section 00 1350

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
SUPPLEMENTARY GENERAL CONDITIONS
FOR CONTRACTS WITH CONTRACTORS

The following conditions take precedence over any conflicting conditions in the Contract:

SEC. 1. APPLICATION TO SUBCONTRACTORS

No money under this Contract shall be disbursed by the Contractor to any sub-contractor or agency except pursuant to a written contract which incorporates the conditions listed below to the extent they are applicable.

SEC. 2. DEFINITIONS

As used in this Contract:

"HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.

"City" means the Mayor and Aldermen of the City of Savannah or a person authorized to act in their behalf.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended, unless otherwise specified.

SEC. 3. RECORDS

A. Records to be Kept - Records shall be maintained in accordance with requirements prescribed by HUD or the City with respect to all matters covered by this Contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of three years after receipt of the final payment under this contract.

B. Documentation of Costs - All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

C. Inspection of Records - At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the City, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this Contract, and will permit the City, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Contract.

SEC. 4. COPYRIGHTS

If this contract results in a book or other copyrightable material, the author is free to copyright the work; but HUD and the City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

SEC. 5. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

SEC. 6. LOBBYING

This section applies to contracts in excess of \$100,000. The Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers exceeding \$100,000, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.

(4) This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, title 31, U.S. Code. Any person or agency who makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency who fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

SEC. 7. DISCRIMINATION

Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally-assisted programs:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000d) which provides that no person shall, on the ground of race, color, or national origin, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

(2) Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602 which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG program or activity.

(3) Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.

(4) Age discrimination Act of 1975, as amended (42 U.S.C. 6101) which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

(5) Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) which provides that, to the greatest extent possible, training and employment opportunities shall be made available to low-income residents of the unit of local government in which the project is located (i.e. the City of Savannah and Chatham County), and that contract and subcontracts be awarded to small businesses located within, or owned in substantial part by residents in the same area.

(6) Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

SEC. 8. LABOR STANDARDS

A. All workers employed by Contractors or subcontractors on construction work costing over \$2,000 and financed in whole or in part under this Contract shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a.7). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

B. In construction projects subject to the Davis-Bacon Act, Contractors and subcontractors shall submit weekly payroll information for each worker in the form prescribed by HUD, and shall post a notice listing the minimum wage rates at the work site or sites.

C. The Contractor shall comply with the Copeland "Anti-Kick Back Act" (18 U.S. C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which

he is otherwise entitled.

SEC. 9. LEAD-BASED PAINT

A. The use of lead-based paint in the federally-assisted construction or rehabilitation of residential structures is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4831(b)] and regulations in 24 CFR 35B.

SEC. 10. USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS

CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub-recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations)

SEC. 11. CONFLICTS OF INTEREST

A. Conflicts Prohibited - Except for approved administrative or personnel costs, no person who is an employee, officer, agent, consultant, elected official or appointed official of the City or the Contractor and who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement related thereto, or the proceeds thereof, either for himself/herself or those with whom he/she has family or business ties, during his/her employment or tenure or for one year thereafter.

B. Contractor's Responsibilities - The Contractor shall take appropriate steps to assure compliance with paragraph (A) of this section. It also agrees that it will incorporate the following provisions into every sub-contract:

"Interest of Sub-Contractor and Employees: The Sub-contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Sub-contractor or his employees must be disclosed to the Recipient and the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area."

C. Exceptions - The City may request HUD to grant an exception to the provisions of paragraph (A) of this section, when it determines that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the Contractor's program or project.

SEC. 12. DISPUTES, DEFAULT AND TERMINATION

A. Disputes - In the event of dispute arising under this Contract, the Contractor shall notify the City promptly in writing of his contentions and submit his claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided he has notified the City in writing as above stipulated.

B. Default and Remedies

1. Default shall consist of any failure by the Contractor to perform under this Contract or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this Contract. Actions which constitute a default include, but are not limited to:

- (i) Failure to submit to the City reports which are required pursuant to this Contract or the submission of required reports which are incorrect or incomplete.
- (ii) Submission of requests for payment or reimbursement of amounts which are incorrect or incomplete.
- (iii) The failure of the Contractor to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency.
- (iv) Failure to perform any activity required by this Contract.

2. Upon occurrence of any default, the City shall advise the Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor, the City may continue the suspension or, by written notice of termination, may terminate the Contract.

3. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the Contract; and the City may deduct the amount of damages from any outstanding payments to the Contractor or may withhold payments until such time as the exact amount of the damages is determined.

C. Termination

1. If federal funding for this project is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this contract and may terminate the Contract.

2. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with Community Development funds by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

SEC. 13. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, provided, however, that claims for money due or to become due the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such prior approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

SEC. 14. OTHER RESPONSIBILITIES OF THE CONTRACTOR

A. Employment Status - It is understood by the Contractor that, in performing services in accordance with the terms and conditions of this Contract, it is so performing as an independent contractor and not as an employee of the City.

B. Taxes, Social Security and Government Reporting - Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contractor receiving compensation under this Contract shall be the sole responsibility of the Contractor.

C. Insurance - The Contractor shall secure and maintain such insurance as will protect him from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this contract.

D. Professional Skills - It is understood and agreed that the Contractor employ persons skilled in the professional callings necessary to perform the work agreed to be performed by it under this Contract, that the City relies upon the skill of such employees to do and perform such work, and that acceptance by the City of the work performed does not operate as a release of the Contractor from its professional responsibility. If it is necessary for the Contractor to consult with appropriate outside specialists, they shall be retained at the cost and expense of the Contractor and at no additional cost to the City.

CONTRACT ADMINISTRATION FORMS

Administrative Outline	Section 00 1400
Organizational Flow Chart	Section 00 1405
Submittal Transmittal	Section 00 1410
Request for Substitution	Section 00 1415
Request for Periodic Payment	Section 00 1420
Stored Materials	Section 00 1425
Progress Report	Section 00 1430
Affidavit of Payment of Claims	Section 00 1435
DBE Participation Report	Section 00 1437
Change of DBE Subcontractor Form	Section 00 1438
Notice of Delay	Section 00 1440
Request for Facility Shut-Down	Section 00 1445
Contract Change Order	Section 00 1450
Request for Final Inspection	Section 00 1465
Statement of Surety Company	Section 00 1470
Contractor's Release	Section 00 1475
Notice of Final Acceptance	Section 00 1480
Responsibility for Shop Drawing Approval	Section 00 1490

**Section 00 1400
ADMINISTRATION OUTLINE**

This administration outline was developed to assist in the implementation of the Contract by establishing how the contract requirements are to be administered.

This outline does not supersede, modify, or replace any of the requirements of the General Conditions. Nothing in this outline shall alter those requirements. In the event of conflicts, provisions of the General Conditions shall govern.

The references listed are primary references. Further pertinent information may be found in unlisted references.

1. Pre-Construction Meeting

Attendees: Project Manager
 City Project Engineer
 Construction Inspector
 Design Engineer (Consultant)
 Contract Analyst
 Contractor
 Testing Lab (Optional)
 Utility Owners

Objective: Discuss construction related issues; issue Notice to Proceed.

2. Construction Schedule - (ref. Paragraphs 00 1500-32 & 00 1500-46)
(6 copies)

Progression: Contractor (submit)
 Design Engineer (Consultant)
 City Project Engineer
 Project Manager
 Construction Inspector (review)

Distribution: Project Manager-1
 City Project Engineer-1
 Construction Inspector-1
 Design Engineer (Consultant)-1
 Contractor-2

3. Material Submittals - (ref. Paragraph 00 1500-49)
(6 copies)

Forms: Submittal Transmittal (Section 00 1410)
Responsibility for Shop Drawing Approval (Section 00 1490)

Progression: Contractor (submit)
Design Engineer (Consultant) (review)
Construction Inspector (Review)
Project Engineer (review)
Department Head/Project Manager

Distribution (marked: no exceptions taken, or make corrections noted)

City Project Engineer-1
Project Manager-1
Contractor-2
Design Engineer (Consultant)-1
Construction Inspector-1

Distribution (marked: amend and resubmit, or rejected - see remarks)

City Project Engineer-1
Construction Inspector-1
Contractor-4

4. Request for Substitution (ref. Paragraph 00 1500-50)
(6 copies)

Forms: Request for Substitution (Section 00 1415)

Progression: Contractor (submit)
Design Engineer (Consultant)
Construction Inspector
City Project Engineer/Project Manager (review)
Construction Inspector
Contractor

Distribution (marked: Substitution Approved or Substitution Approved as Noted)

City Project Engineer-1
Design Engineer (Consultant)-1
Contractor-2
Project Manager-1
Construction Inspector-1

Distribution (marked: amend and resubmit, or rejected - see remarks)

Project Manager-1
Design Engineer (Consultant)-1
City Project Engineer-1
Construction Inspector-1
Contractor-4

5. Staging (ref. Paragraph 00 1500-61)
(3 copies)

Progression: Contractor (submit)
Construction Inspector (review)
Contractor

Distribution: Construction Inspector-1
Contractor-2

6. Periodic Payments (ref. Paragraphs 00 1500-74, 00 1500-75 & 00 1500-78)
(3 copies)

Forms: (unit price & lump sum contracts)
Request for Periodic Payment (Section 00 1420)
Stored Material (Section 00 1425)
Progress Report (Section 00 1430)
Updated Schedule
Affidavit of Payment of Claims (Section 00 1435)
DBE Participation Report (Section 00 1437)

Progression: Contractor (submit)
Design Engineer (Consultant)
Construction Inspector (approval)
City Project Engineer (approval)
Contract Analyst (payment procedure)
Project Manager
Contract Analyst
Finance (payment)
Contractor

Distribution: Construction Inspector-1
Contract Analyst-1
Finance-1

Contents (unit price & lump sum contracts):

1. Request for Periodic Payment

2. Stored Material (include supplier invoice)
3. Progress Report
4. Updated Schedule
5. Affidavit of Payment of Claims
6. Certified Payrolls
7. DBE Participation Report

7. Change Order (ref. Paragraphs 00 1500-82 & 00 1500-83)
(7 copies)

Note: Initiation will be dependent upon reason for Change Order

Forms: Contract Change Order (Section 00 1450)

Progression: Construction Inspector
Contractor
Design Engineer (Consultant)
Contract Analyst (review)
City Project Engineer (review)
Project Manager (approval/signature)
Division Head (approval/signature)
Purchasing
City Manager (approval/signature)
City Council (approval)
Contract Analyst (distribution)
Contractor

Distribution: City Project Engineer-1
Project Manager-1
Contractor-2
Construction Inspector-1
Clerk of Council-1
Contract Analyst-1
Finance-1
Design Engineer (Consultant)-1

8. Notice of Delay (ref. para. 00 1500-79)
(1 copy)

Forms: Notice of Delay (Section 00 1440)

Progression: Contractor (submit)
Construction Inspector

Distribution: City Project Engineer-1
Project Manager-1

Construction Inspector-1
Design Engineer (Consultant)-1
Contractor-1

9. Request for Facility Interruption (ref. Paragraphs 00 1500-57 & 00 1500-59)
(1 copy)

Forms: Request for Facility Interruption (Section 00 1445)

Progression: Contractor (submit)
Construction Inspector

Distribution: City Project Engineer-1
Project Manager-1
Contractor-1
Construction Inspector-1
Design Engineer (Consultant)-1

10. Final Inspection (ref. Paragraph 00 1500-25)
(1 copy)

Forms: Request for Final Inspection (Section 00 1465)

Progression: Contractor (request inspection)
Construction Inspector

Action: 1. Notification
a. Project Manager
b. City Project Engineer
c. Design Engineer (City/Consultant)
d. Contractor
2. Final Inspection
3. Review As-builts and Recordable Plats

11. Final Payment (ref. Paragraphs 00 1500-74 & 00 1500-85)
(3 copies)

Forms: Request for Periodic Payment Forms
Affidavit of Payment of Claims (Section 00 1435)
Statement of Surety (Section 00 1470)
Contractor's Release (Section 00 1475)
DBE Participation Report (Section 00 1437)

Progression: Contractor (submit)
Design Engineer (Consultant)
Contract Analyst (approval)

Construction Inspector (approval)
City Project Engineer
Contract Analyst (payment procedure)
Project Manager
Contract Analyst
Finance (payment)
Contractor

Distribution: Construction Inspector-1
Contract Analyst-1
Finance-1

Contents (unit price & lump sum contracts):

1. Request for Periodic Payment
2. Stored Material (include supplier invoice)
3. Progress Report
4. Updated Schedule
5. Affidavit of Payment of Claims
6. Certified Payrolls
7. Statement of Surety
8. Contractor's Release
9. DBE Participation Report

12. Final Acceptance (ref. Paragraph 00 1500-25)
(1 copy)

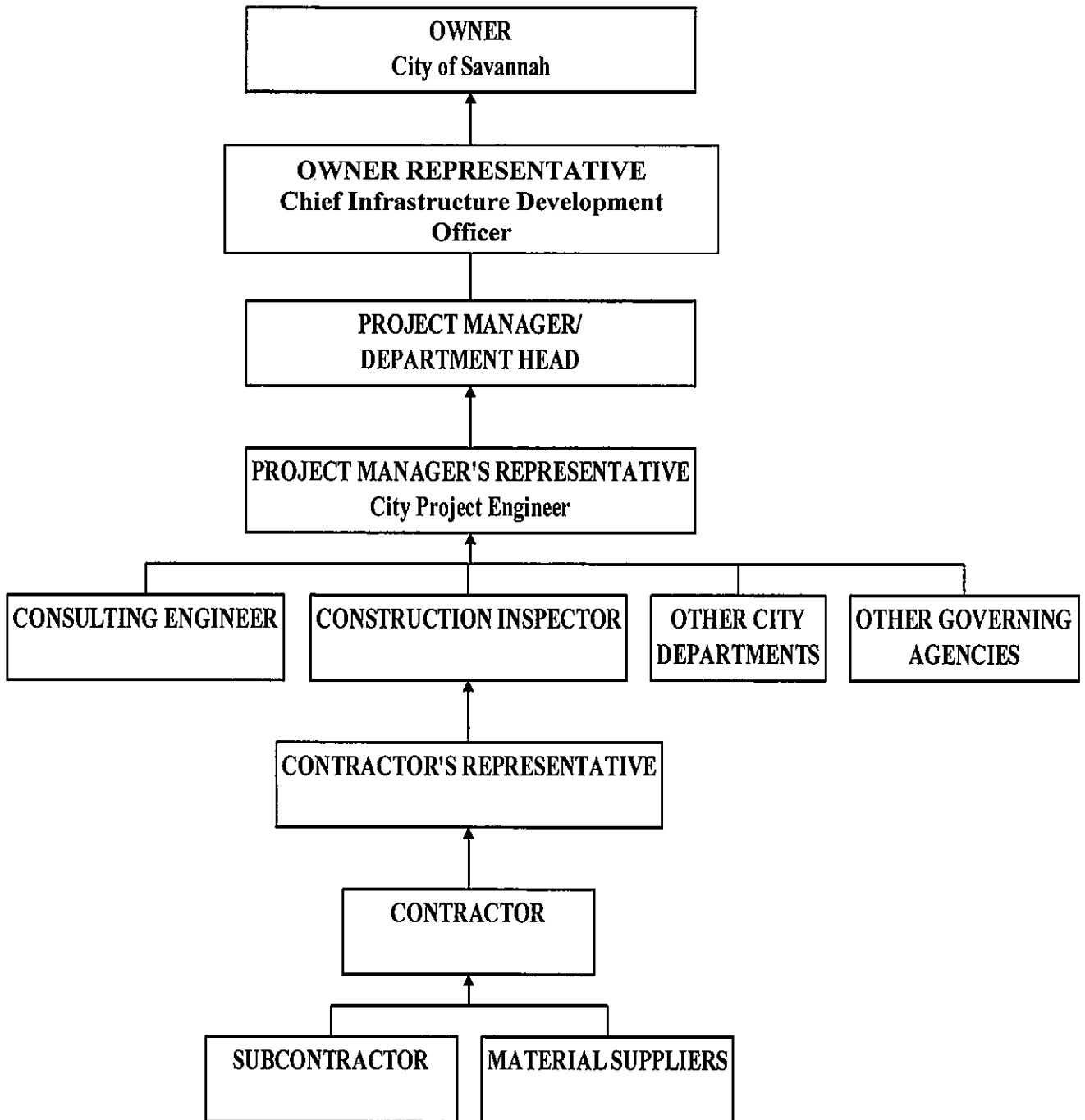
Forms: Notice of Final Acceptance (Section 00 1480)

Progression: Construction Inspector (issue)
Contractor

Distribution: City Project Engineer-1
Design Engineer-1
Project Manager-1
Contractor-1
Construction Inspector-1
Contract Analyst-1

SECTION 00 1405

ORGANIZATIONAL FLOW CHART



**Section 00 1410
SUBMITTAL TRANSMITTAL**

CONSTRUCTION INSPECTOR: _____
 SUBMITTAL No.: _____
 PROJECT: Travis Field Water Reclamation Facility
 PROJECT NO.: SW-524-10
 CONTRACTOR: _____ DATE: _____

The following material is transmitted for submittal review:

NO.	DATE	COPIES	DESCRIPTION/EQUIPMENT NO.

We have verified that the material transmitted herein is in compliance with the specifications:

_____ with no exceptions
 _____ except for the following deviations:

NO.	DEVIATION

 (Contractor's Representative's Signature)

SUBMITTAL REVIEW

REVIEW IS FOR GENERAL COMPLIANCE WITH CONTRACT DOCUMENTS. NO RESPONSIBILITY IS ASSUMED FOR CORRECTNESS OF DIMENSIONS OR DETAILS

Remarks:

NO EXCEPTIONS TAKEN _____
 MAKE CORRECTIONS NOTED _____
 AMEND AND RESUBMIT _____
 REJECTED - SEE REMARKS _____

Date: _____ By: _____
Design Engineer

Section 00 1415
REQUEST FOR SUBSTITUTION

CONSTRUCTION INSPECTOR: _____
 SUBMITTAL No.: _____
 PROJECT: Travis Field Water Reclamation Facility
 PROJECT NO.: SW-524-10
 CONTRACTOR: _____ DATE: _____

The following is requested for substitution:

NO.	MATERIAL/EQUIPMENT SPECIFIED	MATERIAL/EQUIPMENT SUBSTITUTION

We have verified that the material transmitted herein is in compliance with the specifications:
 _____ with no exceptions
 _____ except for the following deviations:

NO.	DEVIATION

 (Contractor's Representative's Signature)

SUBMITTAL REVIEW

REVIEW IS FOR GENERAL COMPLIANCE WITH CONTRACT DOCUMENTS. NO RESPONSIBILITY IS ASSUMED FOR CORRECTNESS OF DIMENSIONS OR DETAILS

Remarks _____

- _____ NO EXCEPTIONS TAKEN
- _____ MAKE CORRECTIONS NOTED
- _____ AMEND AND RESUBMIT
- _____ REJECTED – SEE REMARKS

Date: _____

By: _____
Design Engineer

**REQUEST FOR PERIODIC PAYMENT
UNIT PRICE CONTRACT**

PROJECT NAME: Travis Field Water Reclamation Facility

CONTRACTOR: _____

PERIOD FROM: _____ TO: _____

PAGE _____ OF _____

PROJECT NO.: SW-524-10

PAYMENT REQUEST NO.: _____

APPLICATION DATE: _____

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT	PREVIOUS		CURRENT		TO DATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT

Original Contract Completion Date _____

Adjusted Contract Completion Date _____

Original Contract Amount _____

Net Change Orders _____

Adjusted Contract Amount _____

Value of Original Work Performed to Date _____

Value of Change Order Work Performed to Date _____

Total Value of All Work Performed to Date _____

Value of Materials Stored (This Request) _____

Less _____% Retained By Owner _____

Net Amount Earned on Contract to Date _____

Less Amount of Previous Payments Approved _____

BALANCE DUE THIS REQUEST _____

CONTRACTOR: _____

CERTIFICATION OF CONTRACTOR

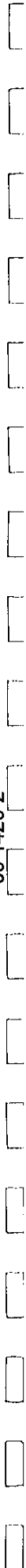
I certify to the best of my knowledge and belief that all items and amounts on the face of this Periodical Estimate and Application for Payment are correct; that all work has been performed and/or material supplied in full accordance with the terms and conditions of the Contract Documents referred to on the fact of this form, including all duly authorized deviations, substitutions, alterations, additions, and/or deletions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this periodical estimate and application for payment that no part of the "BALANCE DUE THIS PAYMENT" has been received; that all previous Progress Payments received on this Contract have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with the Work covered by prior applications for payment under this Contract; and that all materials and equipment incorporated in said payment or otherwise listed in or covered by this application for payment are free and clear of all liens, claims, security interest and encumbrance.

DATE: _____

BY: _____

TITLE: _____

00 1420-2



Section 00 1430

PROGRESS REPORT

CONSTRUCTION INSPECTOR: _____
PROJECT: Travis Field Water Reclamation Facility
PROJECT NO.: SW-524-10
CONTRACTOR: _____
DATE: _____

The following describes all progress of the work since the date of the last progress report.

During this reporting period the following delays occurred.

The following delays are expected during the next reporting period.

Contractor's Representative

AFFIDAVIT OF PAYMENT OF CLAIMS

PROJECT NAME: Travis Field Water Reclamation Facility

(CONTRACTOR)

THIS DAY _____ appeared before me, _____, a Notary Public, in and for the City of Savannah, and being by me first duly sworn states that all subcontractors and suppliers of labor and materials have been paid all sums due them to date for work performed or material furnished in the performance of the contract between:

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH (OWNER) and _____ (CONTRACTOR), dated _____, 20__, for the construction of Travis Field Water Reclamation Facility.

City Project No. SW-524-10

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

SEAL OF CONTRACTOR
(If a Corporation)

Subscribed and sworn to before me on this
__ day of _____, 20__.

My commission expires on the ____ day of
_____, 20__.

NOTARY PUBLIC

(NOTARY SEAL)

**SECTION 00 1437
DBE PARTICIPATION REPORT**

IMPORTANT NOTICES

- The DBE Participation Report (Form 00 1437) 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 DBE requirements and a possible delay in monthly progress payments.
- The Prime Contractor/Consultant may not change DBE firms without prior written approval of the City. Contractors/Consultants may use the Add/Change of DBE Subcontractor Form (Section 00 1438) to request changes to the Proposed Schedule of DBE Participation (Section 00 1310). Any unauthorized substitution of DBE subcontractors can result in withholding of payments for up to 30 days until compliance is reestablished.
- Documentation providing proof of payments to DBEs for work on this project shall be kept on file and available for inspection by City staff.

PROJECT NAME & NUMBER: Travis Field Water Reclamation Facility (SW-524-10) DATE _____ REPORT NO. _____
 PRIME CONTRACTOR/CONSULTANT _____ CONTRACT AMOUNT (\$) _____

DBE GOAL **20%** This is the final project report. End Date: _____

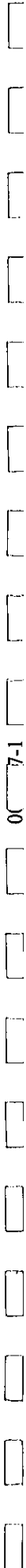
DBE INFORMATION			DBE PAYMENTS					
APPROVED DBEs	DESCRIPTION OF WORK or SUPPLIES	DBE CONTACT PERSON	DBE CONTACT PHONE #	DBE CONTACT EMAIL	ORIGINAL SUBCONTRACT AMOUNT	PAYMENT DATE(S)	TOTAL PAID THIS PERIOD	TOTAL PAID TO-DATE

Total DBE Paid To Date: \$ _____ %

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 _____

CITY OF SAVANNAH

This report has been reviewed for DBE contract compliance.
 SBO Compliance Coordinator _____ DATE _____



**SECTION 00 1437
DBE PARTICIPATION REPORT**

INSTRUCTIONS TO CONTRACTOR/CONSULTANT

To receive credit toward contracted DBE 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 DBE 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. DBE Goals: Enter the contracted DBE 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. DBE Information: ONLY DBEs that have been verified and approved by the City of Savannah DBE Office, from the Prime Contractor's/Consultant's "Proposed Schedule of DBE 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. DBE Payments: Enter the actual amount of the subcontract agreement for each approved DBE, the date of any payments occurring within the report period, the amount of the payments to each DBE during this period and the total each DBE has been paid-to-date.
9. Earnings-to-date: Enter the total amount paid to date to all DBE 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 DBE 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 DBE Subcontractor Form (Section 00 1438) to request changes to the Proposed Schedule of DBE Participation (Section 00 1310). Any proposed changes must meet established DBE goals and conform to contract regulations and DBE 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 DBE 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 "DBE 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 DBE 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 DBEs being counted toward the DBE goal (including the prime contractor/consultant, if it is a DBE 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 DBEs being utilized in meeting the project's DBE goals
- DBE invoices for payment related to the project
- proof of payment of DBE invoices related to the project

**Section 00 1438
ADD/CHANGE OF DBE SUBCONTRACTOR FORM**

City SBO Office Use Date Received: _____ Time Received: _____

IMPORTANT NOTICE TO CONTRACTORS: The prime contractor **may not** change DBE firms without **prior** written approval of the City's Office of Business Opportunity. Changes **cannot** be approved by other City of Savannah personnel. All requests for DBE substitutions must be made in writing, must include an explanation for the requested change, and must have supporting documentation. Additionally, all requested changes must continue to meet DBE goals, conform to contract regulations, utilize certified DBEs and meet DBE program requirements. **Any unauthorized substitution of DBE subcontractors may result in withholding of payment to the prime contractor for up to 30 days until compliance is reestablished.**

Project Name: Travis Field Water Reclamation Facility Project Number: (SW-524-10)

Prime Contractor/Consultant Name: _____

Address: _____ Telephone: _____

Prime Contractor/Consultant - Designee's Signature: _____ Date: _____

Position/Title: _____

APPROVED SCHEDULE OF DBE PARTICIPATION (Section 00 13 10) <i>(List certified DBEs that were approved per contract.)</i>		Proposed Change?	PROPOSED ADDITIONS OR CHANGES TO DBE PARTICIPATION <i>(Complete only for rows where "Proposed Change" is marked "Yes".)</i>		
DBE Subcontractor Name	Estimated Subcontract Value		DBE Subcontractor Name	Estimated Subcontract Value	Certified DBE? Y/N
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
		<input type="checkbox"/> Yes <input type="checkbox"/> No			

Provide a detailed explanation to justify any proposed changes noted in the table above. The explanation must provide a legitimate business-related reason for changing the approved DBE plan. (Attach additional sheets if needed.)

Project Manager

_____ Concerns noted regarding proposed change _____ No concerns noted regarding proposed change

Project Manager Signature: _____ Date: _____

Office of Business Opportunity

_____ Change Approved _____ Change Denied

If denied, enter explanation: _____

Signature of Office of Business Opportunity Representative _____ Date: _____

Copy: Prime Contractor, Project Manager, Contract Analyst and Office of Business Opportunity (project file)

Section 00 1440

NOTICE OF DELAY

CONSTRUCTION INSPECTOR: _____
PROJECT: Travis Field Water Reclamation Facility
PROJECT NO.: SW-524-10
CONTRACTOR: _____
DATE: _____

Noticé is hereby given that a delay has or will occur and is described as follows:

By: _____ Date: _____
Contractor's Representative

Received: _____ Date: _____
Construction Inspector

Received: _____ Date: _____
City Project Engineer

Response to Notice:

Construction Inspector Date: _____

Project Manager Date: _____

Section 00 1445

REQUEST FOR FACILITY INTERRUPTION

CONSTRUCTION INSPECTOR: _____
PROJECT: Travis Field Water Reclamation Facility
PROJECT NO.: SW-524-10
CONTRACTOR: _____
DATE: _____

Request is hereby made for temporary interruption of the following facilities:

Requested By: _____
(Contractor's Representative)

Received: _____ Date: _____
Construction Inspector

Received: _____ Date: _____
City Project Engineer

Response to Request

Construction Inspector Date: _____

Project Manager Date: _____

SECTION 00 1450
CONTRACT CHANGE ORDER

PROJECT: Travis Field Water Reclamation Facility CHANGE ORDER NO.: _____
PROJECT NO.: SW-524-10 CONTRACT DATE: _____
CONTRACTOR: _____

The following changes are hereby made to the Contract Documents:

Item No.	Description	Decrease In Contract Price	Increase In Contract Price
----------	-------------	----------------------------	----------------------------

TOTALS	\$ _____	\$ _____
NET CHANGE IN CONTRACT PRICE	\$ _____ (Decrease)	\$ _____ (Increase)

JUSTIFICATION: _____

CONTRACT PRICE PRIOR TO THIS CHANGE ORDER \$ _____
CONTRACT PRICE BY THIS CHANGE ORDER WILL BE DE/INCREASED BY \$ _____
NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE \$ _____
COMPLETION DATE PRIOR TO THIS CHANGE ORDER: _____
NEW CONTRACT WILL BE INCREASED BY _____ CALENDAR DAYS.
NEW DATE FOR COMPLETION OF ALL WORK WILL BE: _____

To be effective this Change Order must be approved by the applicable City department. This document will become a supplement to the Contract and all provisions will apply hereto. This Change Order represents final release for any and all amounts due or to become due contracted for changes referred to herein. Contractor further releases all other claims, if any, except those claims previously submitted in writing in strict accordance with the terms of the contract, for additional compensation under this contract, including without limitation any rights Contractor may have for additional compensation arising out of delays or disruptions of the Contractor's schedule as may have arisen prior to the date of the modification.

REQUESTED BY: _____
(CONTRACTOR) NAME SIGNATURE TITLE DATE

RECOMMENDED BY: _____
(CONSULTANT) NAME SIGNATURE TITLE DATE

ACCEPTED BY: Charles Tessmer, PE Water & Sewer
(PROJECT ENGINEER) NAME SIGNATURE Sr. Civil Engineer TITLE DATE

ACCEPTED BY: Abe Ghazi, PE Water & Sewer Planning
(PROJECT MANAGER) NAME SIGNATURE & Engineering Director TITLE DATE

ACCEPTED BY: Lester Hendrix Water Reclamation
(DEPARTMENT HEAD) NAME SIGNATURE Director TITLE DATE

ACCEPTED BY: John L. Sawyer, PE Water Resources Director
(DEPARTMENT HEAD) NAME SIGNATURE TITLE DATE

ACCEPTED BY: Heath Lloyd, PE Chief Infrastructure and
(ASST. CITY MANAGER) NAME SIGNATURE Development Officer TITLE DATE

APPROVED BY: Roberto Hernandez City Manager
(CITY MANAGER) NAME SIGNATURE TITLE DATE

Section 00 1465
REQUEST FOR FINAL INSPECTION

CONSTRUCTION INSPECTOR: _____
PROJECT: Travis Field Water Reclamation Facility
PROJECT NO.: SW-524-10
CONTRACTOR: _____
DATE: _____

Notice is hereby given that all work has been completed in conformance with the requirements of the contract documents. All "punch list" items have been completed. Record drawings are submitted herewith. Request is hereby made for a final inspection of the work.

Requested date of Inspection: _____

Requested By: _____
Contractor's Representative

Response to Request: _____

Construction Inspector

City Project Engineer

Section 00 1470

STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the CONTRACT, dated _____, 20____
BETWEEN THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, OWNER, AND

(CONTRACTOR),
THE _____ (SURETY).

SURETY on the Material and Labor Payment BOND of:

(CONTRACTOR).

After careful examination of the books and records of said CONTRACTOR, or after receipt of an affidavit from CONTRACTOR, which examination of affidavit satisfies SURETY that all claims for labor and materials have been satisfactorily settled, hereby approve of the final payment of the said _____ (CONTRACTOR) and set forth in the said SURETY COMPANY'S BOND.

IN WITNESS WHEREOF, and SURETY has hereunto set its hand and seal this _____ day of _____, 20____.

ATTEST:

(SEAL)

BY: _____
PRESIDENT

NOTE: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of event date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

(SEAL)

BY: _____
BONDING COMPANY AGENT

NOTE: The statement of surety must come from the bonding company.

Section 00 1475

CONTRACTOR'S RELEASE

KNOW ALL PERSONS BY THESE PRESENTS THAT:

_____ (CONTRACTOR)
of _____ County/City and State of _____ does hereby
acknowledge that upon receipt of final payment, amounting to \$ _____, from
the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, which then represents full
satisfaction and payment of all sums of money owing, payable and belonging to
_____ (CONTRACTOR) (for myself, my heirs,
executors and administrators; for itself, its successors and assigns) who hereby releases
the Mayor and Aldermen of the City of Savannah from all claims and demands arising from
or in connection with the said CONTRACT, dated _____, 20____,
and of and from all, and all manner of action and actions, cause and causes of action and
actions, suits, debts, dues, duties, sum and sums of money agreements, promises,
variances, damages, judgments, extent, executions, claims and demand, whatsoever in
law or equity, or otherwise which against the said MAYOR AND ALDERMEN OF THE CITY
OF SAVANNAH, it's successors and assigns ever had, now have, or which (I, my heirs,
executors, or administrators; it, its successors and assigns) hereafter can, shall or may
have, for upon or by reason of any matter, cause or thing whatsoever, from the award of
the contract to the date of these presents.

IN WITNESS WHEREOF _____ (CONTRACTOR)
has caused these presents to be dully executed this _____ day of _____,
20____.

Signed, Sealed and Delivered in the Presence of:

INDIVIDUAL _____ (SEAL)

PARTNERSHIP CONTRACTOR _____ (SEAL)

ATTEST:

BY: _____ (SEAL)
PARTNER

CORPORATION _____ (SEAL)

ATTEST:

BY: _____
SECRETARY

(AFFIX CORPORATE SEAL)

Section 00 1480
NOTICE OF FINAL ACCEPTANCE

CONTRACTOR: _____
PROJECT: Travis Field Water Reclamation Facility
PROJECT NO.: SW-524-10
CONSTRUCTION INSPECTOR: _____
DATE: _____

Gentlemen:

Based upon our final inspection of the work, we have found the work performed to be complete and in conformance with the contract documents. Therefore, the City of Savannah hereby accepts the work performed and responsibility for regular maintenance of same. This acceptance does not in any way relieve you, as the contractor, of any special maintenance requirements or guarantees as stipulated in the contract documents. You are also hereby informed that the 12 month warranty period as stipulated in the contract shall expire at 11:59 p.m., _____.

It is the responsibility of the Contractor to notify the Owner prior to this end of the 12-month warranty period. This Warranty period shall remain in effect until the Owner is notified and a Final Inspection has occurred.

Project Manager

cc: City Project Engineer
Contract Analyst
Design Engineer (Consultant)

SECTION 00 1490

CONTRACTOR'S (and SUBCONTRACTORS') ACKNOWLEDGMENT
FOR RESPONSIBILITY FOR SHOP DRAWING APPROVAL

(To be submitted by the Contractor/Subcontractor with all shop drawings).

The undersigned Contractor, _____, and his Subcontractor(s), _____, hereby certify that he has reviewed all notes, drawings modifications materials and specifications prepared by the Consulting Engineers pertaining to the "Shop Drawings" attached hereto. It is acknowledged that all changes and variances from the Contract Documents that are contained in said "Shop Drawings" have been flagged or otherwise marked in and ***circled in red***. It is also acknowledged that any changes must be approved by the Project Manager and the Consulting Engineer. It is further acknowledged that **any work done that differs from the work as described in the Contract Documents that has not been approved by the Owner in a manner described above shall be the exclusive responsibility of the Contractor and/or his Subcontractors**; this responsibility includes liability for any increases in cost above the Contract amount and any cost associated with the repair or restoration of the Work as shown in the Approved Contract Documents, including the cost of the delay associated therewith.

_____[L.S.]
By:

Date: _____, Contractor

_____[L.S.]
By:

Date: _____, Contractor

GENERAL CONDITIONS OF THE CONTRACT

SECTION 00 1500

Approved:



GENERAL CONDITIONS OF THE CONTRACT
Section 00 1500
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GENERAL CONDITIONS
SECTION 00 1500

01 - Definitions

Where used in the project manual, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance. Formal action of the Owner in determining that the Contractor's work has been completed in accordance with the contract and in notifying the Contractor in writing of the acceptability of the work.

Act of God. A cataclysmic phenomenon of nature, such as a hurricane, earthquake or abnormal flood. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work shall not be construed as acts of God.

Addenda. Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project manual by addition, deletion, clarification, or corrections.

Bid. Offer of a bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

Bidder. Individual, partnership, corporation, or a combination thereof, including joint ventures, offering a bid to perform the work.

City. Owner.

Construction Inspector. The person designated, in writing, by the Consultant / Engineer to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this contract. Initial contact by the Contractor with the Engineer shall be through the Construction Inspector.

Contract. The writings and drawings embodying the legally binding obligations between the Owner and the Contractor for completion of the work.

Contract Documents. Project Manual.

Contract Drawings. The drawings included in the contract documents, plus those prepared by the Owner and the Contractor pursuant to the terms of the contract. They include:

1. Drawings in Contract Documents for bidding.
2. Modifying drawings issued by addenda.
3. Drawings submitted by the Contractor during the progress of the work and accepted by the Owner either as attachments to change orders or as non-modifying supplements to drawings in Item 1 above and drawings issued by addenda.

4. Drawings submitted by the Owner to the Contractor during the progress of the work either as attachments to the change orders or as explanatory supplements to drawings in Item 1 above and drawings issued by addenda.

Contract Price. Amount payable to the Contractor under the terms and conditions of the contract. Based on the price given on the bidding schedule, with adjustments made in accordance with the contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time. Number of calendar days stated in the contract for the completion of the work or portions thereof.

Contractor. The individual, partnership, corporation, or combination thereof, including joint venturers who enter into the contract with the Owner for the performance of the work. The term covers subcontractors, equipment and material suppliers, and their employees.

Contractor's Plant and Equipment. Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the work, but not to be incorporated in the work.

Day. Calendar day.

Direct. Action of the Owner by which the Contractor is ordered to perform or refrain from performing work under the contract.

Directive. Written documentation of the actions of the Owner in directing the Contractor.

Engineer. The City Engineer of the City of Savannah or the City Project Engineer.

Equipment. Mechanical, electrical, instrumentation or other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

Furnish. To deliver to the job site or other specified location any item, equipment or material.

Herein. Refers to information presented in the project manual.

Holidays. Legal holidays designated by the City or specifically identified in supplementary conditions.

Install. Placing, erecting, or constructing complete in place any item, equipment, or material.

May. Refers to permissive actions.

Owner. The City of Savannah.

Owner's Representative. The City Engineer, City Bureau Chief, or their

representative.

Paragraph. For reference or citation purposes, paragraph shall refer to the paragraph, or paragraphs, called out by section number and alphanumeric designator. For example, this definition is found in Section 00 1500, Paragraph 01; permits and regulations are discussed in Section 00 1500, Paragraph 03).

Person. The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Project. The undertaking to be performed under the provisions of the contract.

Project Manual. Those contract documents prepared for bidding and as amended by addenda.

Provide. Furnish and install, complete in place.

Punch List. List of incomplete items of work and of items of work which are not in conformance with the contract. The list will be prepared by the Engineer when the Contractor (1) notifies the Engineer in writing that the work has been completed in accordance with the contract and (2) requests in writing that the Owner accept the work.

Shall. Refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

Shown. Refers to information presented on the drawings, with or without reference to the drawings.

Specifications. That part of the contract documents consisting of written descriptions of the technical features of materials, equipment, construction system, standards, and workmanship.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the contract.

Submittals. The information which is specified for submission to the Owner in accordance with the project manual.

Substantial Completion. Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

Substantial Completion Date. Date shown on the certificate of Substantial Completion.

Will. Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

Work. The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the contract.

02 - Royalties and Patents

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Owner.

03 - Permits and Regulations

Permits, licenses, and easements of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor including, but not limited to, business licenses, street maintenance decals, construction easements, burning permits, etc. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. Building permit fees as issued by the City of Savannah Department of Inspections shall be paid for by the City.

The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified.

04 - Verbal Agreements

No verbal agreement or conversation with any officer, agent or employee of the Owner either before, during or after execution of this Contract, shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

05 - Lands for Work

The Owner shall provide, as indicated on the drawings and not later than the date when needed by the Contractor, the Lands upon which the work under this Contract is to be done, rights-of-way for access to same, and such other lands which are designated on the drawing for the use of the Contractor. Any delay in the furnishing of these Lands by the Owner shall be deemed proper cause for an equitable adjustment in both contract price and time of completion.

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials.

06 - Guarantee Against Defective Work

The Contractor shall guarantee the work required under this Contract for a period of twelve months from the date of Final Acceptance (may be Substantial Completion if defined in Section 00 1600). The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the Engineer. The guarantee shall not cover any accidental or

deliberate damage to the work due to normal wear and tear during the guarantee period.

07 - Bonds

The Contractor shall furnish payment and performance bonds with good and sufficient surety or sureties acceptable to the Owner for the protection of persons furnishing materials or labor in connection with the performance of the work. The penal sum of such payment and performance bond will be 100% of the contract price. The bonds required hereunder will be dated as of the same date as the contract and will be furnished to the Owner at the time the contract is executed. These bonds must be in the form provided herein. **NO OTHER FORM WILL BE ACCEPTED.** These bonds shall be issued from a company licensed to do business in Georgia and shall be signed or counter signed by a Georgia agent, and shall have a proper Power of Attorney evidencing the authority of the individual signing the bond. Included with the Bonds shall be a signed **Affidavit** on the form provided herewith.

The Mayor and Aldermen of the City of Savannah may waive performance and payment bonds on contracts less than \$100,000 in value. When this is done, the Special Payment Provision given in Section 00 1500, Paragraph 74 shall apply.

08 – Contractor's Insurance

(a) **Liability.** The Contractor shall maintain such insurance as will protect him from claims under workers compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Owner, and shall be subject to his approval for adequacy of protection. The Contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

(b) **Certificate of Insurance and Endorsements.** For each insurance policy required under this contract, the Contractor shall provide a Certificate of Insurance naming the Mayor and Aldermen of the City of Savannah as CERTIFICATE HOLDER and the following endorsements for each policy:

- i. A waiver of subrogation in favor of the Mayor and Alderman of the City of Savannah, its agents and/or employees shall also be provided and attached to the Certificate.
- ii. A thirty (30) day cancellation in favor of the Mayor and Alderman of the City of Savannah, its agents and/or employees must be endorsed to the policy and attached to the Certificate.

(c) **Indemnity.** The Contractor shall indemnify and hold harmless, the Owner from and against all losses and all claims, demands, payment, suits, actions, recoveries, and judgments of every nature and description brought or recovered against the Contractor by reason of any act or omission of the said Contractor, his agents or employees, in execution

of the work or in the guarding of it.

***The limits of insurance are as follows:**

► **Comprehensive Commercial General Liability** - policy covering bodily injury and property damage including premises, operations, products, and completed operations

Limits (or Higher):

General Aggregate:	\$2,000,000
Products Completed Operations Aggregate:	\$2,000,000
Each Occurrence Limit:	\$1,000,000
Personal Injury Limit:	\$1,000,000
Damage to Premises Rented to You:	\$ 50,000
Medical Expenses:	\$ 5,000 Any One Person

► **Commercial Automobile Liability** - policy covering injury and property damage

Limits:

\$1,000,000 per occurrence and aggregate (minimum)

► **Workers Compensation & Employers Liability (includes coverage all employees, volunteers and others under your direction and supervision)**

Limits:

Part A: Workers Compensation:	Statutory
Part B: Bodily Injury By Accident:	\$500,000 Each Accident
Bodily Injury By Disease:	\$500,000 Policy Limit
Bodily Injury By Disease:	\$500,000 Each Employee

► **Commercial Umbrella Policy**

Limits (or Higher):

\$5,000,000 Per Occurrence & Aggregate (*Minimum*)

► **Builders Risk**

Coverage Period: Coverage shall remain in force until final acceptance of the project is granted by the City, and the policy will grant permission to occupy prior to acceptance.

Policy Form: Special form including wind, flood, and earthquake.

Limit: Full value of contract including change orders. The Mayor and Aldermen of the City of Savannah are to be named Sole Loss Payee.

Sublimits:

10% of the total contract cost of the project.

- All other perils including Wind: \$10,000 (deductible)
- Flood: \$25,000 (deductible)

- Named Storm: 2%, maximum \$100,000 (deductible)
- Earthquake: \$25,000 (deductible)
- **Other:**
- No coinsurance provision
- No collapse exclusion
- No water damage limitation
- No warranties suspending coverage

► Other Items Required:

- All insurance carriers and policies are required to have an AM Best Rating of A-, IX or better
- The Mayor and Aldermen of the City of Savannah are not responsible for any of the property used in or owned by the Lessee or any participants, advertisers, promoters, etc.
- All deductibles in the coverage are the responsibility of the Contractor/Lessee.

***Contractor's Liability Insurance shall be effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in Section 00 1500, Paragraph 06.**

09 - Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all claims or liens arising out of this Contract and an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish an additional bond satisfactory to the Owner, to indemnify the Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety Bond).

If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay on discharging such a lien, including all costs and a reasonable attorney's fee.

10 - Assignment

The Owner shall have the right to reject the assignment or sub-letting of any portion of the Contract by the Contractor. Assigning or sub-letting the Contract shall not relieve the Contractor or his surety from any Contract obligations.

11 - Joint Venture Contractor

In the event the Contractor is a joint venture of two or more Contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request or any communication required to be or that may be given by the Engineer to the Contractor

under this contract, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request or other communication given by any one of such persons to the Engineer under this contract shall be deemed to have been given by and shall bind all persons being the Contractor.

12 – Successors’ Obligations

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities obtained in the contract documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the Owner and their respective heir, executors, administrations, successors and assigns.

13 - Business Tax Certificate

Contractors and subcontractors shall have a current business tax certificate, and shall furnish tax certificate numbers prior to entering into a contract with the Mayor and Aldermen of the City of Savannah.

14 - Obligations and Liability of the Contractor

The Contractor shall do all the work and furnish all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified. He shall complete the entire work to the satisfaction of the Engineer, and in accordance with the Specifications and Plans herein mentioned, at the prices herein agreed upon and fixed therefore. All the work, labor and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to, and in conformity with, the Contract Documents, and the directions of the Engineer as given from time to time during the progress of the work, under the terms of this Contract.

All loss or damage arising out of the performance or nature of the work, or any damage to the work itself to be done under this contract or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from the action of the elements or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the Contractor.

The Contractor shall coordinate his operations with those of any other Contractors who may be employed on other work of the Owner and shall avoid interference therewith and cooperate in the arrangements for storage of materials.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall, at his own expense, wherever necessary or required, maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

The Contractor shall take all responsibility for the work done under this Contract, for the protection of the work, and for preventing injuries to persons, and damage to property and utilities on or about the work. He shall in no way be relieved of his responsibility by any rights of the Owner to give permission or issue orders relating to any part of the work,

or by any such permission given or orders issued, or by failure of the Owner to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Contractor shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

The Contractor shall so conduct his operations as not to damage existing structures or work installed either by him or by other Contractors. In case of any such damage resulting from his own operations, he shall repair and make good as new the damaged portions at his own expense.

The Contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor having the obligation to keep a competent superintendent on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the Contractor, himself is responsible for seeing that the work is installed in accordance with the Contract Documents. Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, engineers employed by the Engineer, representatives of the Engineer or the Engineer either to discover or to bring to the attention of the Contractor any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Contractor as a defense of failure to his part to install the work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site of the fact that any one, or all, or any of the foregoing may have examined the work or any part of it be set up as a defense by the Contractor against a claim for failure on his part to install the work in accordance with the Contract Documents or for any neglect to fulfill requirements of the Contract. No requirement of this Contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions in the Contract for changes in the work.

15 - Responsibilities of the Contractor

A. Subcontractors, Manufacturers and Suppliers:

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees.

B. Contractor's Employees:

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of his employees. Workers shall have sufficient knowledge, skill and experience to perform properly the work assigned to them.

C. Payment for Labor and Materials:

The Contractor shall pay and require his subcontractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause his subcontractors to pay any and all accounts for services, equipment, and materials used by him and his subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Contractor shall furnish proof of payment of such accounts to the Owner.

D. Attention to Work:

The Contractor, acting through his representative, shall give personal attention to and shall manage the work so that it shall be executed faithfully. When his representative is not personally present at the project site, his designated alternate shall be available and shall have the authority to act on the contract.

E. Employee Safety:

The Contractor alone shall be responsible for the safety of his and his subcontractor's employees. The Contractor shall maintain the project site and perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

F. Public Safety and Convenience:

The Contractor shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Engineer and the proper governmental authority. Fire hydrants on or adjacent to the work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

G. Cooperation with the Construction Inspector:

The Contractor, when requested, shall assist the Construction Inspector in obtaining access to work which is to be inspected. The Contractor shall provide the Construction Inspector with information requested in connection with the inspection of the work.

16 - Compliance with Laws

The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the

conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered, in the Plans, Drawings, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

17 - Plans, Specifications and Design

It is agreed that the Owner will be responsible for the accuracy and sufficiency of the plans and specifications. The Owner shall furnish plans and specifications which completely represent the requirements of the work as far as practical to be performed under the Contract. All such drawings and instructions shall be consistent with the Contract Documents. In the cases of unit-price contracts, the units shown on the unit price schedule have been established for the purpose of uniform bidding and may or may not reflect the actual quantity of units required to perform the work. In the case of lump-sum contracts, plans and specifications which completely represent the work to be done shall be furnished prior to the time of entering into the Contract. The Owner may, during the life of the Contract, and in accordance with Section 00 1500 Paragraph 82, issue additional instructions, by means of drawings or otherwise, necessary to illustrate changes in the work.

18 - Drawings Furnished

Unless otherwise provided in the Contract Documents, the Owner will furnish to the Contractor, free of charge, up to 5 copies of drawings and specifications necessary for the execution of the work with delivery of the Notice to Proceed.

19 - Ownership of Drawings

All drawings, specifications and copies thereof furnished by the Owner shall not be reused on other work, and with the exception of the signed Contract, sets are to be returned to him on request, at the completion of the work. All models are the property of the Owner.

20 - Reference Standards

Reference to the Standards of any technical society, organization or association or to codes of local or state authorities, shall mean the latest standard, code, specifications, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

21 - Division of Specifications and Drawings

Specifications and drawings are divided into groups for the convenience of the Owner. These divisions are not for the purpose of apportioning work or responsibility for

work among subcontractors, suppliers and manufacturers.

22 - Order of Completion

Within ten (10) days of issuance of the Notice of Award with the work the Contractor shall submit, to the Engineer, a schedule which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

Monthly progress reports shall be delivered with the pay estimate to the Engineer showing the progress of the past month's construction in relation to the approved work schedule. **No payments will be made to the Contractor until the construction schedule has been submitted by the Contractor and approved by the Engineer.** If the progress report does not agree with the approved work schedule, the Contractor shall deliver in writing an explanation with the report. Upon request from the Engineer, the Contractor shall submit a revised schedule for approval.

23 - Materials, Appliances & Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, supervision and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials in accordance with Section 00 1500 Paragraph 49.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. If at any time before the commencement or during the progress of work, tools, equipment and supervision appear to the Engineer to be insufficient, inefficient or inappropriate to secure the quality of work required or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment, as the case may be, and the Contractor shall conform to such order; but the failure of the Engineer to demand such increase of efficiency, number, or improvements shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the Engineer.

24 - Survey Information

The Owner's representative will establish reference bench marks and base line identified on the drawings. From the information provided, the Contractor shall develop and make such additional surveys as are needed for construction, such as control lines, slope stakes, batter boards, stakes for pipe locations and other working points, lines, and elevations. Survey work shall be performed under the supervision of a licensed land surveyor. Contractor shall reestablish reference bench marks and survey control monuments destroyed by this operation at no cost to the Owner.

25 - Inspection of Work

A. General: If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer notice of its readiness for inspection. Such notice shall be a minimum of two working days. If the inspection is by an authority other than the Owner, the Contractor shall furnish the date fixed for such inspection. Inspections by the Owner shall be promptly made and where practicable at the source of supply. If the Engineer instructs the Contractor that inspection of certain phases of the work must be made prior to proceeding, the Contractor shall furnish such inspection, promptly and in such manner as to allow the Contractor to prosecute the work without delay. At such time as the Contractor has completed the work in its entirety the Contractor shall make written request for a final inspection. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the Engineer and a determination will be made as to whether or not the work is in fact complete. Acceptance will not be given nor final payment released until all "punch list" items are complete and record drawings have been approved. The "punch list" shall not be considered all-inclusive and, therefore, each requested final inspection may generate additional "punch list" items as the Contractor is responsible for completion of all work described in the contract documents.

B. Authority of Construction Inspector: The Construction Inspector is the construction site representative of the Engineer. The Engineer has delegated his authority to the Construction Inspector to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work under the contract.

The Construction Inspector interprets the intent and meaning of the contract and makes initial decisions with respect to the Contractor's fulfillment of the contract and the Contractor's entitlement to compensation. The Contractor shall deal solely with the Construction Inspector.

C. Inspection of Construction: The Construction Inspector shall have access to the work and to the site of the work and to the places where work is being prepared or where materials, equipment, and machinery are being obtained for the work. If requested by the Construction Inspector, the Contractor shall provide the assistance necessary for obtaining such access, and shall provide information related to the inspection of construction.

D. Change Orders: The Construction Inspector has the authority to initiate or recommend change orders. Such change orders are subject to review and approval by the Owner.

26 - Inspection and Testing of Materials

The Owner shall provide inspection and testing of all materials and workmanship by a testing lab incorporated in the work. Inspection and testing of materials and workmanship shall be at the Owner's discretion and for the purpose of establishing that all material and workmanship have been provided in general accordance with the contract

documents. The Contractor shall give to the Owner a minimum of 48 hours' notice (not to include weekends and holidays) prior to placement of any concrete, fill material, backfill material, street base or sub-base material. Failure of the Contractor to give such notice shall be cause for the Owner to suspend operations of the Contractor which may impact testing. Such suspension of the Contractor's operations shall not be considered an unavoidable delay and any loss sustained by the Contractor shall be borne by the Contractor. The Contractor shall schedule tests with the lab and also notify the construction inspector of this action. The Contractor shall be responsible for the payment of retesting of failed tests and for standby costs due to the failure of the Contractor or their suppliers to be ready for the testing procedure so scheduled by the Contractor.

Material or workmanship which does not meet the requirements of the contract documents shall be removed and replaced by the Contractor immediately and at the Contractor's expense. Subsequent inspection or testing of said material or workmanship shall be provided by the Owner. However, all costs associated with said subsequent inspection or testing shall be deducted from monies otherwise due the Contractor.

Inspection and testing by the Owner shall be in addition to all inspections or tests required of manufacturers or suppliers by the contract documents, applicable manufacturing standards, Federal, State or Local laws or by the Contractor for materials, equipment, or workmanship. Failure of the Owner to make any inspection or test shall not relieve the Contractor of his obligation to provide materials and workmanship or otherwise perform in accordance with the contract documents.

27 - Substantial Completion

At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor shall make written request for an inspection for substantial completion. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the Engineer and a determination will be made as to whether or not the work is, in fact, substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of a Certificate of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any Certificate of Substantial Completion. The use of Substantial Completion will not be used, unless called for in Section 00 1600.

28 - Rights of Various Interests

Wherever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.

29 - Separate Contracts

The Owner reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect

and coordinate the Contractor's work with theirs.

30 - Subcontractors

The Contractor shall notify the Engineer in writing of the names and addresses of all proposed Subcontractors for the work at the Preconstruction Meeting. Subcontractors will not be recognized as having a direct relationship with the Owner. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of the Contractor and their work shall be subject to the provisions of the contract. References in the contract documents to actions required of subcontractors, manufacturers, suppliers, or any person, other than the Contractor, the Owner, the Engineer or the Construction Inspector, shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier or person to perform the specified action.

A subcontractor for any part of the work must have experience on similar work and, if required, furnish the owner with a list of projects and the Owners or Engineers who are familiar with their competence.

31 - Access

The Contractor shall maintain access to the property owners adjacent to the Project covered by the Contract.

32 - Construction Schedule and Procedures

The Contractor shall submit and continually update a time schedule for the work and a sequence of operations.

Before starting any work, and from time to time during its progress, as the Engineer may request, the Contractor shall outline to the Engineer the methods he plans to use in doing the work, and the various steps he intends to take. Failure of the Engineer to reject the methods or steps proposed by the Contractor shall not relieve the Contractor of his responsibility for the correct and timely performance of the work.

33 - Project Management

The Contractor shall schedule and coordinate the work of the Contractor and all subcontractors and others involved to maintain the accepted progress schedule. The Contractor's duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this contract.

The Contractor shall be responsible for complete supervision and control of their subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

34 - Entry

The right of access to the work wherever it is in preparation or progress shall be

extended to the Owner and representatives of appropriate regulatory agencies. The Contractor shall provide facilities for such access and inspection.

35 - Restoration

The Contractor shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easements progresses with the work. If the Engineer determines that inadequate progress is being made with the restoration, he may shut-down the Contractor's operations until the restoration is caught up. Such a shut-down shall be considered required due to the failure of the Contractor to perform as described in this paragraph and therefore shall not constitute a time delay and/or unavoidable delay for the Contractor. Any cost associated with such shut-down as described in this paragraph, including re-mobilization, shall be borne by the Contractor.

Any areas that are disturbed and work is subsequently suspended by the Contractor for a period of more than 24 hours shall be cleaned of debris and shall be graded so as to facilitate effective drainage. Street signs, mailboxes, fences, planters, etc. shall be restored within 24 hours of disturbance. The Contractor shall make inspections of all areas disturbed since the commencement of construction for the purpose of insuring restoration efforts have been effective. Such inspections shall be made daily and deficiencies shall be corrected within 24 hours.

In the event the restoration is not done, the Owner shall reserve the right to employ others to perform the restoration work. The Owner will back charge the Contractor for this service.

36 - Completion of "Punch List" Items

Prior to **completion** of the project, the Contractor shall request an inspection and any deficiencies found at that time will be noted on a "Punch List." The development of a "Punch List" shall not delay or terminate the accumulation or assessment of liquidated damages as established in Section 00 1500, Paragraph 86.

37 - Authority of Contractor

A. Contractor's Representative:

The Contractor shall notify the Owner in writing of the name of the person who will act as the Contractor's representative and shall have the authority to act in matters relating to this contract. This person shall have authority to carry out the provisions of the contract and to supply materials, equipment, tools and labor without delay for the performance of the work.

B. Construction Procedures:

The Contractor shall supervise and direct the work. He has the authority to determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the Owner, to define the quality of an item of work, specifies in the contract a means, method, technique, sequence or procedure for the

construction of that item of work.

38 - Authority of Engineer

The Project Engineer is the authorized representative of the Owner. All direction to the Contractor shall be provided only by the Project Engineer.

39 - Owner-Contractor Coordination

A. Service of Notice:

Notice, order, direction, request or other communication given by the Engineer to the Contractor shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor or delivered to any of his offices, clerks or employees or posted at the site of any work or mailed to any post office addressed to the Contractor at the address given in the contract document or mailed to the Contractor's last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the Contractor two days after the day of mailing.

B. Suggestions to Contractor:

Plan or method of work suggested by the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The Engineer assumes no responsibility therefore and in no way will be held liable for any defects in the work which may result from or be caused by the use of such plan or method of work.

C. Cooperation:

The Contractor agrees to permit entry to the site of the work by the Owner or other Contractors performing work on behalf of the Owner. The Contractor shall afford the Owner, other subcontractors and their employees, reasonable facilities and cooperation and shall arrange his work and dispose of his materials in such a manner as to not interfere with the activities of the Owner or of others upon the site of the work. The Contractor shall promptly make good any injury or damage that may be sustained by other Contractors or employees of the Owner at his hands. The Contractor shall join his work to that of others and perform his work in proper sequence in relation to that of others.

If requested by the Contractor, the Owner shall arrange meetings with other Contractors performing work on behalf of the Owner to plan coordination of construction activities. The Owner shall keep the Contractor informed of the planned activities of other Contractors.

Differences or conflicts arising between the Contractor and other Contractors employed by the Owner or between the Contractor and the works of the Owner, with regard to their work, shall be submitted to the Engineer for his decision in the matter. If the work of the Contractor is affected or delayed because of any act or omission of other Contractors or of the Owner, the Contractor may submit, for the Engineer's consideration, a documented request for a change order.

40 - Interpretation of Specifications and Drawings

A. General:

The specifications and drawings are intended to be explanatory of each other. Work specified on the drawings and not in the specifications, or vice versa, shall be executed as if specified in both.

B. Request for Clarification:

In the event the work to be done or matters relative thereto are not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer for further explanations as may be necessary and shall conform thereto so far as may be consistent with the terms of the contract. In the event of doubt or question arising respecting the true meaning of the specifications or drawings, reference shall be made to the Engineer for his decision.

41 - Discrepancies in Specifications and Drawings

A. Errors and Omissions:

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the Owner's field of work, he shall immediately inform the Engineer in writing. The Engineer shall promptly review the matter and if he finds an error or omission has been made, he shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the contract, the Engineer shall issue an appropriate change order. After discovery of an error or omission by the Contractor, related work performed by the Contractor shall be done at his risk unless authorized, in writing, by the Engineer.

B. Conflicting Provisions:

In cases of conflict between the specifications and drawings, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings. In the event an item of work is described differently in two or more locations on the drawings and in the specifications, the Contractor shall request a clarification from the Engineer. For any event where the Contractor claims any ambiguities or discrepancies within the specifications, the Contractor may assume that the higher, greater and most stringent specification or standard applies.

42 - Material, Equipment and Workmanship

Unless otherwise specifically stated in the contract documents, the Contractor shall provide and pay for material, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the work within the specified time. Material and equipment shall be new and of the quality specified. Equipment offered shall be current modifications which have been in successful regular

operation under comparable conditions. Construction work shall be executed in conformity with the standard practice of the trade.

43 - Demonstration of Compliance with Contract Requirements

A. Inspection:

To demonstrate his compliance with the contract requirements, the Contractor shall assist the Engineer in his performance of inspection work. The Contractor shall grant the Engineer access to the work and to the site of the work, and to the places where work is being prepared, or whence materials, equipment or machinery are being obtained for the work. The Contractor shall provide information requested by the Engineer in connection with inspection work.

If the contract documents, laws, ordinances, or any public regulatory authority require parts of the work to be specially inspected, tested or approved, the Contractor shall give the Engineer adequate prior written notice of the availability of the subject work for examination.

If parts of the work are covered in contravention of the Engineer's directive, the cost of exposing the work for inspection and closing shall be borne by the Contractor regardless of whether or not the work is found to be in compliance with the contract.

If any work is covered in the absence of the Engineer's directive to the contrary, the Contractor shall, if directed by the Engineer, uncover, expose or otherwise make available for inspection, portions of covered work. If it is found that such work is defective, the Contractor shall bear the expense of uncovering and reconstructing. If the work is found to be in compliance with the contract, the Contractor will be allowed an increase in the contract price or an extension in the contract time, or both via a change order.

B. Certification:

In cases where compliance of materials or equipment to contract requirements is not readily determinable through inspection and tests, the Engineer shall request that the Contractor provide properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certifications and proofs shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.

C. Inspection at Point of Manufacturing:

If inspection and testing of materials or equipment in the vicinity of the work by the Owner is not practical, the specifications may require that such inspection and testing or witnessing of tests take place at the point of manufacture. In this case and in the event the remote inspection and testing is not specified and is requested by the Owner, the required travel, subsistence, and labor expenses shall be paid by the Owner. If the Contractor requests the Owner to inspect and test material or equipment at the point of manufacture, then the additional costs to the Owner for travel, subsistence, and labor expenses shall be paid by the Contractor.

44 - Project Meetings

1.0 General

Project meetings will be held on site as often as deemed necessary by the Engineer throughout the construction period. Meetings will normally be held monthly. Contractor's representatives shall attend.

The purpose of the meetings will be to discuss schedule, progress, coordination, submittals and job-related problems.

45 - Overtime and Shift Work

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the Owner's costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays and weekends, and between the hours of 6:00 p.m. and 7:00 a.m. on weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

46 - Construction Schedule

1.0 Scope:

This section specifies reports and schedules for planning and monitoring the progress of the work.

2.0 Description:

The Contractor shall provide a graphic construction schedule (bar chart) indicating various subdivisions of the work with no task exceeding 90 days in duration and the dates of commencing and finishing each. All items shall correspond to the items shown on the schedule of values as required in Section 00 1500, Paragraph 75. The schedule will also show major equipment submittals and review time. The schedule shall show the time allowed for testing and for other procedures which must be completed prior to the work being put into operation. The schedule will take into account the time of completion and work sequence. The Contractor shall also provide a listing of start and stop dates and durations of all activities listed in the schedule.

3.0 Submittal Procedures:

Within ten (10) days after Notice of Award of the Bid, the Contractor shall submit six (6) copies of the construction schedule to the City Project Engineer.

Within fourteen (14) calendar days after receipt of the submittal, the City Project Engineer shall review the submitted schedule and return two copies with comments to the Contractor. If the City Project Engineer finds that the submitted schedule does not comply with specified requirements, the corrective revisions will be noted on the submittal copy returned to the Contractor.

4.0 Schedule Revisions:

Revisions to the accepted construction schedule may be made only with the written approval of the Contractor and Owner. A change affecting the contract value of any activity, the completion time, and sequencing shall be made in accordance with applicable provisions of Section 00 1500, Paragraph 82.

5.0 Project Status Update:

Project status, review and update shall be provided with each pay request and at least monthly as specified in Section 00 1500, Paragraph 79.

47 - Quality

Where the contract requires that materials or equipment be provided or that construction work be performed, and detailed specifications of such materials, equipment or construction work are not set forth, the Contractor shall perform the work using materials and equipment of the best grade in quality and workmanship obtainable in the market from firms of established good reputations, and shall follow standard practices in the performance of construction work. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment of work as a whole and in part.

48 - Material and Equipment Specified By Name

A. GENERAL

When material or equipment is specified by reference to two or more patents, brand names, or catalog numbers followed by "or equal," it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other materials or equipment, of equal capacities, quality and function shall be considered by the Owner upon the Contractor's request for substitution. Requests for substitution shall be made in accordance with Section 00 1500, Paragraph 50.

B. SINGLE SOURCE PRODUCTS:

If material or equipment is specified by one or more patents or proprietary names or by the name of only one manufacturer not followed by "or equal," substitutions will not be considered.

49 - Submittal Procedure

1.0 General

The Contractor shall submit descriptive information which will enable the Engineer to determine whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications.

2.0 Contractor's Responsibilities

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be as described in the submittal. The Contractor shall verify in writing that all features of all products conform to the requirements of the specifications and drawings. Submittal documents shall be clearly edited to indicate only those items, models, or series of material or equipment which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall insure that there is no conflict with other submittals and shall notify the Engineer in each case where his submittal may affect the work of another Contractor or the Owner. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

The Contractor may authorize in writing a material or equipment supplier to deal directly with the Engineer with regard to a submittal. These dealings shall be limited to contract interpretations.

3.0 Transmittal Procedure

A. General

Submittals regarding material and equipment shall be accompanied by the Submittal Transmittal Form. A separate form shall be used for each specific item, class of material, or piece of equipment. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers and specification section and paragraph. Submittals for various items shall be made with a single form when the items taken together constitute a manufacture's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX;" where "XXX" is the sequential number assigned by the Contractor. Resubmittals shall have the following format: "XXX;" where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the first, second, and third resubmittals, respectively. Submittal 026B, for example, is the second resubmittal of submittal 026.

B. Deviation from the Contract

If the Contractor proposes to provide material, equipment, or method of work which deviates from the project manual, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies.

C. Submittal Completeness

Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

4.0 Review Procedure

Review shall not extend to means, methods, techniques, sequences, or procedures of construction, or to verifying quantities, dimensions, weights or gages, or fabrication processes, or to safety precautions, or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

The Contractor shall submit six copies of all specified information. Unless otherwise specified, within 30 calendar days after receipt of the submittal, the Engineer shall review the submittal and return one copy of the submittal with comments. The returned submittal shall indicate one of the following actions:

1. If the review indicates conformance with the drawings and specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work or incorporate the material or equipment covered by the submittal.

2. If the review indicates limited corrections are required, submittal copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the work or incorporate the materials or equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.

3. If the review indicates that the submittal is insufficient or contains incorrect data, submittal copies will be marked "AMEND AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED."

4. If the review indicates that the submittal does not comply with the plans and specifications, submittal copies will be marked "REJECTED - SEE REMARKS." Submittals with deviations which have not been clearly identified will be rejected. Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

5.0 Effect of Review of Contractor's Submittals

Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposed to provide, shall not relieve the Contractor of his

responsibility for errors and omissions therein and shall not be regarded as an assumption of risks or liability by the Owner or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, or the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the Owner has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

50 - Requests for Substitution

The Contractor may offer material or equipment of equal or better quality and performance in substitution for those specified as described in Section 00 1500, Paragraph 48. The Owner will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or subcontractors. The Contractor's offers of substitution shall be made in writing to the Engineer and shall include sufficient data to enable the Engineer to assess the acceptability of the material or equipment for the particular application and requirements.

If the offered substitution necessitates changes to or coordination with other portions of the work, the data submitted shall include drawings and details showing such changes. Contractor agrees to perform these changes as part of the substitution of material or equipment at no additional cost to the Owner. Within thirty (30) calendar days after receipt of the offer of substitution, the Engineer will review the material submitted by the Contractor and advise the Contractor of objections, if any, to the proposed substitution. Such action shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name. Any cost differential associated with a substitution shall be reflected in the offer and the contract documents shall be modified by a change order.

51 - Manufacturer's Directions

Manufactured articles, material and equipment shall be applied, installed, connected, erected, adjusted, tested, operated and maintained as recommended by the manufacturer, unless otherwise specified. Manufacturer's installation instructions and procedures shall be provided prior to installation of the manufactured articles, material and equipment.

52 - Product Data

Data required by the Owner for inspecting, testing, operating or maintaining parts of the work shall be provided by the Contractor. Unless otherwise specified, such information shall consist of six (6) copies and shall be provided at the time the referenced material or equipment is delivered to the job site. The data shall include such items as shop drawings, erection drawings, reinforcing steel schedules, testing and adjusting instructions, operations manuals, maintenance procedures, parts lists and record drawings. When applicable, information and data to be provided shall be identified by the specified equipment number. Extraneous material on the pages or drawings provided shall be crossed out, and the equipment or material to be supplied shall be clearly marked. Such

information is to be provided as part of the work under this contract and its acceptability determined under normal material submittal procedures. The certificate of substantial completion shall not be issued for any portion of the work for which complete product data has not been submitted and approved.

53 - Operation and Maintenance Information

Six (6) complete sets of operation and maintenance information shall be provided for all mechanical and electrical equipment. Such operating and maintenance information shall consist of the name and address of the manufacturer, the nearest representative of the manufacturer, and the nearest supplier of the manufacturer's equipment and parts. In addition, the following items of information shall be provided where applicable.

1. **Lubrication Information:** This shall consist of the manufacturer's recommendations regarding the lubricants to be used and the lubrication schedule to be followed.
2. **Control Diagrams:** Diagrams shall show internal and connection wiring.
3. **Start-up Procedures:** These instructions consist of the equipment manufacturer's recommendations for installation, adjustment, calibration, and troubleshooting.
4. **Operating Procedures:** These instructions consist of the equipment manufacturer's recommended step-by-step procedures for starting, operating, and stopping the equipment under specified modes of operation.
5. **Preventive Maintenance Procedures:** These instructions consist of the equipment manufacturer's recommended steps and schedules for maintaining the equipment.
6. **Overhaul Instructions:** These instructions consist of the manufacturer's directions for the disassembly, repair and reassembly of the equipment and any safety precautions that must be observed while performing the work.
7. **Parts List:** This list consists of the generic title and identification number of each component part of the equipment.
8. **Spare Parts List:** This list consists of the manufacturer's recommendations of numbers of parts which should be stored by the Owner and any special storage precautions which may be required.
9. **Original warranties** as required by the contract documents and as supplied by the manufacturer.

54 - Record Drawings

It shall be the primary responsibility of the Project Consulting Engineer to gather and prepare detailed information in the field for preparation of record drawings on a monthly basis prior to the Owner approving payments to the Contractor. However, the Contractor shall maintain a neat set of updated construction drawings and note on these drawings in color any revisions, including any descriptive notes relative to these revisions, and the location of water and sewer laterals. These plans shall be available during normal working hours at the job site for review by the City's/consultant's project inspector, and at the completion of the project shall become the property of the Owner and shall be delivered to the City's Project Engineer. Failure to do so will result in monies being withheld from the Contractor's final payment.

55 - Protection of the Public and Property

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, flagmen and warning signs and take all necessary precautions for the protection of the public. The Contractor shall provide a plan at the Pre-construction meeting.

56 - Protection of the Owner's Property

The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent private and public property, as provided by Law and Contract Documents.

Before parking any heavy equipment on property of the City of Savannah, the Contractor must request and receive permission from the Owner.

57 - Maintenance of Traffic and Sequence of Operations:

A. GENERAL: The following conditions will apply:

1. A traffic control plan shall be submitted for approval by the City Traffic Engineering Director, hereinafter referred to in this section as the Traffic Engineer, prior to any construction operations. Furthermore, a right-of-way permit must be obtained from the Traffic Engineering Department.

2. All signage for construction operations, lane and street closures, as well as detours, shall be performed in accordance with the current Federal and State Manual on Uniform Traffic Control Devices as well as the current revision of the City of Savannah Traffic Engineering Manual on Traffic Controls and Temporary Street Construction and Maintenance.

3. The work shall be arranged and conducted so that it can be performed with the least interference to all vehicular and pedestrian traffic.

4. No property owner shall be denied vehicular access to their property for any length of time, other than that as determined by the Traffic Engineer, is absolutely necessary.

5. Two-way traffic must be maintained on all public roads and streets, except that during periods of off-peak use, one-way traffic, properly controlled by a certified DOT flagman, will be permitted at the discretion of the Engineer. Each time there is to be a change in the number of lanes open to traffic, it shall be approved by the Engineer.

6. The Traffic Engineer may approve detours around construction sites when one open traffic lane is not feasible.

7. For closing of minor residential streets, a 24 hour advance notice is required.

8. For lane closures involving signalized intersections or arterial streets, a 48 hour advance notice is required.

9. Complete street closures involving collectors and arterial streets, requiring a traffic detour, require 4 working days advance notice in order to coordinate a news release.

10. Construction is not to be permitted on City streets between the hours of 10:00 P.M. through 6:00 A.M., except under emergency situations with the approval of the Traffic Engineer.

11. In order to provide the greatest possible convenience to the public, the Contractor shall remove all lane closure markings and devices immediately when work is complete or temporarily suspended for any length of time.

B. Safety

1. The Contractor performing the work shall be responsible for the erection and maintenance of all traffic control devices during construction.

2. At the end of work each day, the Contractor shall remove all equipment, tools, and any other hazards in the traveled portion of the roadway.

3. When construction necessitates suspension of an existing traffic signal operation, the Contractor shall furnish, at his expense, an off-duty police officer to regulate and maintain traffic control at the site.

C. Enforcement

In the event that compliance with these measures is not achieved, the Engineer may shut down all operations being performed. The Traffic Engineer shall also withhold any payments due until the above requirements have been met. At any time during the course of the work, the Traffic Engineer may, at his discretion and by whatever means necessary, correct any situation that he deems hazardous to the health and welfare of the public. Work performed by the Traffic Engineer, or any entity enlisted by the Traffic Engineer, to correct situations of public hazard shall be deducted from monies due the Contractor.

D. Compensation

There will be no separate pay item for maintenance of traffic or for coordination of the Sequence of Operations.

58 - Lot Corners

In the course of the construction work, it may be necessary to disturb and remove the established lot or property corners of some of the properties. The Contractor shall be required to record all property corners and replace them after the construction is completed. All lot or property corners removed as described above, or all lot or property corners destroyed by the Contractor's operations, shall be replaced at the expense of the Contractor by a Land Surveyor registered in the State of Georgia. The Contractor shall provide certification from the Land Surveyor for all reset property corners.

59 - Existing Utilities

All known utility facilities are shown schematically on the plans and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on the plans will not relieve the Contractor of his responsibility under this requirement. The Contractor shall be responsible for the cost of repairs to any damaged underground facilities; even when such facilities are not shown on the plans. The Contractor shall contact all utility companies prior to beginning work and request an accurate location of their respective utilities. "Existing Utility Facilities" shall mean any utility that exists on the project in its original, relocated or newly installed position.

The Contractor shall call, by law, the Utilities Protection Center, d/b/a Georgia 811 at "811" or 1-800-282-7411 and shall request that all owners of utilities, including gas companies, electric companies, telephone companies, cable television companies and governmental units, prior to starting any excavation of the project, locate and mark their respective facilities.

All Contractor's operations shall be conducted so as to interfere as little as possible with utility service. Any proposed interruption by the Contractor must be approved in advance by the respective utility's owner.

The existence and location of underground utilities will be investigated and verified in the field by the Contractor before starting work. The location of all known interferences based on the best information available has been shown on the drawings, but this information may not be complete or accurate.

Water lines and gas lines and appurtenances and sewer lines uncovered by the Contractor shall be protected and kept in service by the Contractor and the Contractor shall notify the respective utility's owner that the line has been or will be uncovered. The Contractor shall use adequate braces and slings or other appropriate methods to keep the lines in service, and any repairs made necessary by his operation shall be made at the Contractor's expense.

The Contractor shall familiarize himself with and comply with the provisions of O.C.G.A. Section 25-9-1 et. seq.

If any public or private utility lines, pipes, facilities, or structures are damaged or broken by the operations of the Contractor as a result of being disturbed, exposed or unsupported, the Contractor shall be responsible for the complete and prompt restoration

of the same and shall hold the City harmless from any claims or causes or action for damage and for any liability which may arise therefrom.

The Contractor is responsible for coordinating with the respective utility's owner any relocation, adjustment, holding or replacement of utility facilities.

Power poles to be relocated shall be moved by the Georgia Power Company or the respective power company serving the area. Telephone poles shall be moved by AT&T or the respective telecommunications company servicing the area. Gas lines to be relocated or lowered shall be moved by AGL Resources or the respective gas company servicing the area. The relocation, holding or replacement of any existing utilities shall be considered consequential to the work and any cost associated therewith shall be borne by the Contractor.

60 - Special Protection of Trees

The Contractor shall comply with the City Tree Ordinance. Refer to Section 00 2100, "Clearing and Tree Protection," for procedures and requirements.

61 - Material Delivery, Handling, and Storage

The Contractor shall schedule and sequence the delivery of material and equipment such that installation can be accomplished in a timely manner. The Contractor shall thoroughly examine all material and equipment upon delivery and shall not accept delivery of defective or damaged material or equipment.

Nylon slings and chokers shall be used for lifting all material and equipment. Chains, cables, wire rope, or other such items that may cause change to factory applied coatings shall not be used for handling of material or equipment.

Material and equipment shall be stored as compactly and neatly as practicable at points convenient for the Contractor and which do not damage the work or interfere with or are otherwise hazardous to traffic. Material and equipment shall be stored so as to facilitate inspection and to insure preservation of their quality and fitness for use. All material and equipment shall be stored on wooden skids or platforms such as not to be in direct contact with the ground. All mechanical and electrical equipment shall be stored and covered in a manner such as to completely be protected from dust and moisture. Prior to the delivery of any materials or equipment the Contractor shall submit, for the Engineers approval, a plan showing all designated storage and assembly areas. Should the Contractor choose to store material or equipment or use for assembly property which is not owned by the City of Savannah or the Contractor, a letter of permission signed by the legal owner of the property shall be obtained by the Contractor and submitted to the Engineer a minimum of 24 hours prior to delivery. All material and equipment stored at any facility other than the site shall be tagged with the Owner's name and the project number. Payment shall not be made for "Stored Materials" for any material stored at locations or in any manner not suitable to the Owner.

62 - Maintenance During Construction

The Contractor shall maintain the work from the beginning of construction operations until final acceptance of the Project. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that roadways or structures are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate, and control of traffic where required by use of traffic control devices as required by the State of Georgia.

Upon completion of the work, the Contractor shall remove all construction signs and barricades before final acceptance of the Project.

63 - Emergencies

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Owner, hereby permitted to act at his discretion to prevent such threatening loss or injury. He shall also act, without appeal, if so authorized or instructed by the Owner. The Contractor shall supply the Engineer with two (2) emergency phone numbers for contact 24 hours per day in the event of an emergency. After attempting contact with the Contractor via the emergency phone numbers, the Contractor cannot be reached or should fail to respond, the Owner may remedy the situation by whatever means as may be necessary and deduct the cost for same from any monies due the Contractor.

64 - Compensation

Any compensation claimed by the Contractor due to emergency work shall be determined by force account.

65 - Safety and Health

The Contractor shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue N.W., Washington, D.C. 20013.

The Contractor shall also comply with the provisions of the Federal Occupational Safety and Health Act as amended and the High Voltage Act of the State of Georgia, O.C.G.A. Section 46-3-30 through 46-3-40, and all federal, state, county, and city codes, regulations, and standards.

66 - Accidents

The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor shall report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury, or property damages, giving full details and

statement of witnesses. In addition, if death or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor and any subcontractor an account of any accident, the Contractor shall promptly report the facts to the Owner, giving full details in writing of the claim.

The Contractor shall provide his Superintendent and Foreman, who are on the site of the work, the name of the hospital and telephone number and the name and phone number of the doctor he proposes to use in case of accident.

67 - Load Limits

The Contractor shall be governed by the local load limit requirements of the Georgia Standard Specifications on State, County or City maintained roadways. The Contractor shall be responsible for his damage to existing streets and roads.

68 - Sanitary Provisions

The Contractor shall provide temporary sanitary facilities for the use of the workmen during the progress of the work. The sanitary facilities shall conform to the requirements of the Federal Occupational Safety and Health Administration. All facilities shall be removed at the completion of the Contract.

69 - Construction Buildings

Should the Contractor desire, he may erect structures for housing tools, machinery and supplies; structures will be permitted only at places approved by the Owner. Their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, and the site shall be restored to its original condition at the expense of the Contractor. Structures will not be permitted for the housing of workers.

70 - Cleaning Up

The Contractor shall, as directed by the Owner, remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. Clean-up shall be concurrent with the work. Where complete restoration is not reasonable until testing or inspection is complete, the Contractor shall, at minimum, remove all debris and trash and perform grading such that the area is left neat and without depressions that may hold water. The sufficiency of temporary clean-up shall be at the discretion of the Engineer.

71 - Electrical Energy

The Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the proper completion of this contract during its entire progress. The Contractor shall provide all temporary wiring, switches, connections and meters.

There shall be sufficient artificial light, by means of electricity, so that all work may

be done in a workmanlike manner when there is not sufficient daylight.

The Contractor shall remove all temporary electrical service and appurtenances prior to final acceptance by the Owner. Where permanent electrical service is required, the Contractor shall request, in writing, an inspection of the electrical components of the work. Such request for inspection shall be given a minimum of 48 hours in advance. At such time as the electrical components of the work have been inspected and approved, the Contractor shall request from the Owner, in writing, an electrical service. Such request for electrical service shall be given a minimum of ten (10) days in advance.

72 - Water Supply

The Contractor shall provide all water required to successfully perform the work. All water provided by the Contractor which is not potable shall be clearly marked as such. All water from fire hydrants, post hydrants, or otherwise from the existing distribution system of the City of Savannah shall be metered with a meter supplied by the City of Savannah Water Department and shall be obtained only with written authorization of the Owner. The Contractor shall be required to pay all costs associated with meters or back flow prevention devices.

73 - Environmental Impact

The Contractor shall conduct his operations so as to minimize, to the greatest extent possible, adverse environmental impact.

A. Noise. All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels. In addition, operation of equipment and machinery shall be limited to daylight hours, except with the permission of the Owner, based on critical need for the operation.

B. Dust/Smoke. All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

C. Traffic. Trucks carrying spoil, fill, concrete or other materials shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

D. Siltation. All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material leaves the construction site. Measures shall be taken to promptly eliminate offsite deposition of eroded material, including the installation of silt fencing and detention basins.

74 - Monthly Payments

This section is to control payments and is entered into instead of the Georgia prompt payment act OCGA 13-11-1. Not later than the fifth day of every month the

Contractor shall prepare and submit a Request for Periodic Payment, along with an Affidavit of Payment of Claims, covering the total quantities under each item of work that has been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of values for such items together with such supporting evidence as may be required by the Engineer. This estimate may also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site or stored in an approved location and suitably protected but not as yet incorporated in the work. Under no circumstances shall any material or equipment, for which payment has been made by the owner to the Contractor, be sold, returned to the supplier or otherwise moved from storage except for incorporation into the work as covered in this contract without written authorization from the Owner.

Not later than the 30th day after submitting an accepted, approved and correct estimate along with all required documentation (as per these contract documents) as detailed in the above paragraph, the Owner shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the estimate as approved by the Owner, 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 Owner, the Owner shall retain 10% of the gross value of the completed work as indicated by the current approved estimate. After the gross value of completed work becomes equal to 50% of the total Contract amount within a time period satisfactory to the Owner, then the Owner will continue to retain the 10% of the first 50% of the work but will not require any additional retainage; provided, however, that if work is unsatisfactory or falls behind schedule, retention may be resumed at the previous level after notification to the Contractor.

The Contractor shall also submit with each Request for Periodic Payment a progress report (Section 00 1430-1). Failure to submit said form shall be grounds for the Owner to withhold payment.

The City has a right to hold a payment to a Contractor who has not included an updated progress report with his pay request.

Retention of contractual payments and the creation of escrow accounts for contracts for the installation, improvement, maintenance or repair of water or sewer facilities shall be in accordance with the **Georgia Retainage Law, Section 13-10-20, Article 2, as found in O.C.G.A.**

Before final payment is due, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment an additional Surety Bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated.

Special Payment Provision: For a Contractor where payment bonds have been waived, all Request for Periodic Payment forms submitted by the Contractor shall be accompanied by payment affidavits from each subcontractor/supplier for the

services/materials claimed before payment will be released by the Owner. Application for final payment shall also be accompanied by a lien waiver from each (sub)contractor/supplier who furnished labor or materials for the job.

75 - Measurement and Payment

Measurement and payment shall be made for the units or lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items of work specifically listed in the proposal and the cost of other work must be included in the contract price for the applicable item to which it relates.

Within ten (10) days of issuance of the Notice of Award, on lump sum contracts, the Contractor shall provide, for review and approval, a schedule of values for the various subdivisions of the work. No item shall have a value greater than \$N/A. The schedule of values shall be submitted on the Request for Periodic Payment Form (Section 00 1420). All items shall correspond to the items shown on the construction schedule as required in Section 00 1500, Paragraph 46.

76 - Use of Completed Portions

The Owner may, at any time during progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portions which may not be expired. In such case, the Owner may issue certificates of substantial completion for such portions of the work as defined in Section 00 1600 (if appropriate), but such taking possession thereof shall not be deemed an acceptance of any other portions of the work, nor of any uncompleted portions, nor of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as determined by the Owner. The warranty period will be as defined in Section 00 1500, Paragraph 06. There will be no issue of Substantial Completion, unless defined in Section 00 1600.

77 - Beneficial Use

During the execution of the work certain portions of the work may be directly or indirectly placed in service. However, "beneficial use" shall not be claimed by the Contractor as a means to force acceptance or completion. It shall be the responsibility of the Contractor to request, in writing to the Owner, an inspection to determine acceptance on all or any portion of the work. It shall be the responsibility of the Contractor to consider the amount of time any particular portion of this job may be used prior to Final Acceptance and bid the job accordingly.

78 - Payments Withheld Prior to Final Acceptance

The Owner may withhold or, in the event of subsequently discovered evidence, nullify the whole or part of any certificate of payments to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating proposed public filing of claims by other parties against the Contractor.
- (c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond, satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amount withheld because of them.

79 - Contract Time

A. General

Time shall be of the essence of the contract. The Contractor shall promptly start the work after the date of the notice to proceed and shall prosecute the work so that portions of the project shall be complete within the times specified in Section 00 1500, Paragraph 46. During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work, where acceptable quality or efficiency will be affected by unfavorable conditions, shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

B. Construction Schedule:

The Contractor shall provide a construction schedule and reports as specified in Section 00 1500, Paragraph 46 for scheduling and coordinating the work within the contract time. Contract time extensions shall be incorporated into updated schedules, reflecting their effect at the time of occurrence. Failure of the Contractor to comply with these requirements for submittal of the construction schedule and reports shall be cause for delay in review of progress payments by the Owner.

C. Construction Progress:

The Contractor shall furnish such manpower, materials, facilities and equipment as may be necessary to insure the prosecution and completion of the work in accordance with the accepted schedule. If work falls fourteen (14) days or more behind the accepted construction schedule, the Contractor agrees that he will take some or all of the following actions to return the project to the accepted schedule. These actions may include the following:

1. Increase manpower in quantities and crafts.

2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing.

3. Reschedule activities.

If requested by the Engineer, the Contractor shall prepare a proposed schedule revision demonstrating a plan to make up the lag in progress and insure completion of the work within the contract time. The proposed revision shall be submitted to the Engineer in accordance with Section 00 1500, Paragraph 46. Upon receipt of an acceptable proposed schedule, the revision to the construction schedule shall be made in accordance with Section 00 1500, Paragraph 22. All actions to return the project to the acceptable schedule are at the Contractor's expense.

The Contractor shall pay all costs incurred by the Owner which result from the Contractor's action to return the project to its accepted schedule. The Contractor agrees that the Owner shall deduct such charges from payments due the Contractor. It is further understood and agreed that none of the services performed by the Engineer in monitoring, reviewing and reporting project status and progress shall relieve the Contractor of responsibility for planning and managing construction work in conformance with the construction schedule.

D. Delays:

1. Notice of Delays: When the Contractor foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay which the Contractor regards as unavoidable, he shall notify the Engineer in writing of the probability of the occurrence of such delay, the extent of the delay, and its possible cause. The Contractor shall utilize that which is set forth herein (Section 00 1440) in reporting such delay. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. If this cannot be done, the Engineer shall determine how long the delay shall continue and to what extent the prosecution and completion of the work are being delayed thereby. He shall also determine whether the delay is to be considered avoidable or unavoidable and shall notify the Contractor of his determination. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Engineer at the time of their occurrence.

2. Avoidable Delays: Avoidable delays in the prosecution of the work shall include delays which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors. Avoidable delays include:

- a. Delays which may in themselves be unavoidable but which affect only a portion of the work and do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the contract time.
- b. Time associated with the reasonable interference of other Contractors employed by the Owner which do not necessarily prevent the completion of the whole work within the contract time.

3. **Unavoidable Delays:** Unavoidable delays in the prosecution or completion of the work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors. Delays in completion of the work of other Contractors employed by the Owner will be considered unavoidable delays insofar as they interfere with the Contractor's completion of the work. Delays due to normal weather conditions shall not be regarded as unavoidable as the Contractor agrees to plan his work with prudent allowances for interference by normal weather conditions. Delays caused by acts of God, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes and freight embargoes shall be considered as unavoidable delays insofar as they prevent the Contractor from proceeding with at least 75 percent of the normal labor and equipment force for at least five hours per day toward completion of the current controlling items on the accepted construction schedule.

Should abnormal conditions prevent the work from beginning at the usual starting time, or prevent the Contractor from proceeding with 75 percent of the normal labor and equipment force for a period of at least five (5) hours per day, and the crew is dismissed as a result thereof, he will not be charged for the working day whether or not conditions change so that the major portion of the day could be considered to be suitable for work on the controlling item.

E. **Extension of Time:**

1. **Avoidable Delays:** In case the work is not completed in the time specified, including extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed liquidated damages, as specified in Section 00 1500, Paragraph 86.

The Owner may grant an extension of time for avoidable delay if he deems it in his best interest. If the Owner grants an extension of time for avoidable delay, the Contractor agrees to pay the liquidated damages.

2. **Unavoidable Delays:** For delays which the Contractor considers to be unavoidable, he shall submit to the Engineer complete information demonstrating the effect of the delay on the controlling operation in his construction schedule. The submission shall be made within thirty (30) calendar days of the occurrence which is claimed to be responsible for the unavoidable delay. The Engineer shall review the Contractor's submission and determine the number of days of unavoidable delay and the effect of such unavoidable delay on controlling operations of the work. The Owner agrees to grant an extension of time to the extent that unavoidable delay affects controlling operations in the construction schedule. During such extension of time, neither extra compensation or engineering inspection and administration nor damages for delay will be charged by the Contractor to the Owner. It is understood and agreed by the Contractor and Owner that time extensions due to unavoidable delays will be granted only if such unavoidable delays involve controlling operations which would prevent completion of the whole work within the specified contract time. It is understood and agreed by the Contractor and Owner that during such extension of time, no extra compensation shall be paid to the Contractor.

3. **DAMAGES FOR DELAYS:** For the period of time that any portion of the work

remains unfinished after the time fixed for completion in the contract documents, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the liquidated damages, specified in section 00 1500, Paragraph 86.

80 – Omissions

The drawings and specifications shall both be considered as a part of the contract. Any work and material shown in the one and omitted in the other, or described in the one and not in the other, or which may fairly be implied by both or either, shall be furnished and performed as though shown in both, in order to give a complete and first class job.

81 – Differing Site Conditions

- a. The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer shall promptly investigate the conditions, and, if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performances of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
- b. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the required notice.
- c. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

82 - Changes in Work

The Owner, without invalidating the Contract, may order additions to or deductions from the work. The Contractor shall proceed with the work, as changed and the value of any such extra work or change shall be determined as provided in the Agreement, and the contract sum adjusted accordingly. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer shall have authority to make minor changes in the work which does not involve extra cost and is consistent with the purpose of the work. Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of a written order, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

- a. **Modification of Quantities:** The itemized quantities shall be considered by the Contractor as the quantities required to complete the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or lesser than the quantities shown on the items, an amount equal to the difference

in quantities at the unit price bid for the items will be added to or deducted from the Contract Sum.

- b. When itemized quantities are not given in the Proposal, the work shown on the plans or specifications shall be considered by the Contractor to be included in his contract for the lump sum prices bid.

83 - Force Account and Extra Work

If the Engineer orders, in writing, the performance of any work not covered by the plans or included in the specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- a. The Contractor shall be reimbursed for all costs incurred in doing the work, and shall receive an additional payment of 15% of all such cost to cover his overhead and profit for said work. In the event the Contractor has employed a subcontractor for this work, the total additional mark-up shall be 20%, 10% for the Main Contractor and 10% for the subcontractor. The total mark-up shall not exceed 20%. The City will not recognize subcontractors of subcontractors.
- b. The term "Cost" shall cover all payroll charges for persons employed and supervision required under the specific Order, together with all workmen's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at the current Associated Equipment Distributors (AED) rate; and any other costs incurred by the Contractor as a direct result of executing the Order, if approved by the Engineer.
- c. Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of a written order, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered. The cost of the work shall be submitted to the Engineer along with the monthly pay request.

84 - Claims for Extra Cost

- a. If the Contractor claims that any instructions by drawings or otherwise issued after the date of the Contract involved extra cost under the Contract, he shall give the Engineer written notice thereof within seven (7) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.
- b. Extra work not included in Article (a) but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units may be done at mutually agreed upon unit price, or on a lump sum basis, or under the provision of Section 00 1500, Paragraph 83.

c. Extra costs which result from delays which cause an interruption in the orderly progress of the work as described in Section 00 1500, Paragraph 79 hereinbefore, will be considered under the following conditions.

- (1) No claim will be considered for delays less than five (5) hours in duration.
- (2) No claim will be considered in cases where the Contractor is able, without undue hardship, to shift his work crew to other productive work on the same project in the same general work area.
- (3) The claim for extra cost due to delay shall be computed on a cost plus percentage basis as hereinafter specified under Paragraph 83.
- (4) Unavoidable delays caused by weather as defined in Section 00 1500, Paragraph 79 (D) (3) shall be cause for extensions of time. However, damage to the Contractor caused by weather or an Act of God shall not be cause for additional compensation or monetary adjustment.

85 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all material condemned by the Engineer, or as determined by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials as promptly as possible, after written notice, the Owner may remove them and store the material at the expense of the Contractor.

86 - Liquidated Damages

Failure to complete the work within the number of days stipulated in the Agreement, including extensions granted thereto, shall entitle the Owner to retain from compensation otherwise due to be paid to the Contractor, or otherwise recover by all remedies of law an amount equal to \$1,000.00 for each and every calendar day that the work is not complete.

It is agreed by and between the Owner and the Contractor that this sum has been established, not as a penalty but as liquidated damages and that it is reasonable and acceptable, as the City provides services necessary for the health and welfare of the public and due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages sustained in such an event.

87 - Suspension of Work

The Owner may at any time suspend the work, or any part thereof by giving three (3) days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the

Contractor. The Owner shall reimburse the Contractor for expenses incurred by the Contractor in connection with the work under this Contract and adjust the date of completion as a result of such suspension. Nothing in this paragraph shall prevent the Owner from immediate suspension of the Contractor's work where, in the Engineer's opinion, the health or welfare of the public are at risk.

88 - Termination of Contract

A. TERMINATION FOR CONVENIENCE OF OWNER

The Owner may, at any time upon ten (10) days written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner.

The Contractor, in calculating his termination application for payment, shall develop his outstanding costs in accordance with Section 00 1500, Paragraph 83, including those materials in transit and uncancellable with the appropriate percentage markups; subcontractors shall follow same procedures. All costs must be substantiated by adequate back-up documentation.

B. DEFAULT TERMINATION

The Owner may upon ten (10) days written notice to the Contractor, terminate (without prejudice to any right or remedy of Owner) the whole or any portion of the Work required by the contract Documents in any one of the following circumstances:

1. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the Substantial Completion of the Work within the Contract time;

2. If the Contractor is in material default in carrying out any provisions of this Contract for a cause within its control;

3. If the Contractor files a voluntary petition in bankruptcy or a petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors;

4. If a trustee, receiver or liquidator is appointed for the Contractor or for all or any substantial part of the property of the Contractor; or if the Contractor makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due;

5. If the Contractor has filed against it a petition in bankruptcy under any present or future federal or state statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors and the same is not discharged on or before forty-five (45) days after the date of the filing thereof; or if the Contractor is adjudged a bankrupt;

6. If the Contractor is adjudged a bankrupt, makes a general assignment for the

benefit of its creditors, or if a receiver is appointed on account of its insolvency;

7. If the Contractor fails to supply a sufficient number of properly skilled workmen or proper materials;

8. If the Contractor fails to make prompt payment to subcontractors for materials or labor, unless Contractor otherwise provides Owner satisfactory evidence that payment is not legally due;

9. If the Contractor persistently disregards laws, ordinances, rules, or regulations or order of any public authority having jurisdiction;

10. If the Contractor substantially violates any provision of the Contract Documents; or

If, after Contractor has been terminated for default pursuant to Paragraph B, it is determined that none of the circumstances set forth in Paragraph B exist, then such termination shall be considered a termination of convenience pursuant to Paragraph A.

If Owner terminates this agreement for any of the reasons enumerated in Paragraph B, then the Owner may take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

C. ALLOWABLE TERMINATION COSTS

If the Owner terminates the whole or any portion of the Work pursuant to Paragraph A, then the Owner shall only be liable to Contractor for those costs reimbursable to Contractor in accordance with Paragraph D, plus the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, pursuant to Paragraph D, which are properly chargeable to the terminated portion of the Contract (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination), which amounts shall be included in the costs payable under (1) above, and the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract, together with reasonable storage, transportation and other costs incurred in connection with the protection of disposition of property allocable to this contract.

Provided, however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

The total sum to be paid to the Contractor under this Paragraph C shall not exceed

the Contract sum as reduced by the amount of payments otherwise paid, by the Contract price of Work not terminated and as otherwise permitted by this Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in this Paragraph C, the fair value, as determined by the Engineer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner.

D. GENERAL TERMINATION PROVISIONS

After receipt of a Notice of Termination from the Owner, pursuant to Paragraph A or B, and except as otherwise directed by the Engineer, the Contractor shall:

1. Stop Work under the Contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary to complete the portion of the Work under the Contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
4. Assign to the Owner in the manner, at the times and to the extent directed by the Engineer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification considered final for all the purposes of this clause;
6. Transfer title and deliver to the entity or entities designed by the Owner, in the manner, at the times and to the extent, if any, directed by the Engineer, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as had been terminated;
 - a. The fabricated or unfabricated parts, work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination, and
 - b. The completed or partially completed plans, drawings, information, and other property related to the Work;
7. Use his best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Engineer, and property of the types

referred to in Paragraph D; provided, however, that the Contractor:

- a. Shall not be required to extend credit to any buyer, and
- b. May acquire any such property under the conditions prescribed by and at a price or prices approved by the Engineer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Engineer may direct;

8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

9. Take such action as may be necessary, or as the Engineer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

- a. The Contractor shall, from the effective Date of Termination until the expiration of three (3) years after Final Settlement under this contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the Engineer, photographs, microphotographs or other authentic reproductions thereof.

In arriving at any amount due the Contractor pursuant to Paragraph C, there shall be deducted:

- b. All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of this Contract;
- c. Any claim which the Owner may have against the Contractor;
- d. Such claim as the Engineer determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and
- e. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of Paragraph D, and not otherwise recovered by or credited to the Owner. Contractor shall refund to the Owner any amounts paid by the Owner to Contractor in excess of costs reimbursable under Paragraph C.

The Owner, at its option and Contractor's expense, may have costs reimbursable under Paragraph C audited and certified by independent certified public accountants selected by the Owner.

89 – Contractor’s Right to Stop Work or Terminate Contract

If the Work should be stopped under an order of any court for a period of three (3) months, through no fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials, plus reasonable profit and damages, as defined in Section 00 1500, Paragraph 83 (a).

90 - Settlement Upon Termination of Contract

Upon termination of this Contract in accordance with Section 00 1500, Paragraph 88 or Section 00 1500, Paragraph 89 settlement shall be computed on the basis prescribed in Section 00 1500, Paragraph 83 (a).

91 - Removal of Equipment

In the case of termination of this Contract before completion for any cause whatever the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment from the property of the Owner, failing which the Owner shall have the right to remove such equipment at the expense of the Contractor.

92 - Laws of Georgia

This contract shall be governed by the Laws of the State of Georgia.

93 - Discrepancy between General Conditions and Technical Specifications

Should there be a discrepancy between the General Conditions and Technical Specifications, the Technical Specifications shall govern.

94 - Debarment and Suspension

Contractors or their principals who are debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded by any Federal department or agency pursuant to the regulations implementing Executive Order 12549, 29 CFR Part 98, Section 98.510 shall be precluded from bidding on all City work for the period of their debarment.

SECTION 00 1600

SUPPLEMENTAL GENERAL CONDITIONS

1. THE GENERAL CONDITIONS:

The General Conditions shall apply to all work in this Contract, except as otherwise specified in the Supplemental General Conditions. Requirements of the Supplemental General Conditions supersede those of the General Conditions.

2. DIFFERING SITE CONDITIONS:

The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of: 1) subsurface or latent physical conditions differing materially from those indicated in the Contract, or 2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer shall promptly investigate the conditions. If such conditions materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made, and the Contract modified in writing accordingly.

3. ADJUSTMENT OF DISCREPANCIES:

In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before work is started. The matter shall be submitted to the Engineer for clarification. Without such a decision, discrepancies shall be adjusted by the Contractor, who shall bear all of the extra expense involved.

4. The Contractor shall take all necessary precautions to protect existing structures, curbs, sidewalks, etc. from damage due to heavy construction traffic or equipment. The Contractor shall repair all items damaged during the construction at no additional cost to the Owner.

5. The Contractor shall protect freshly placed concrete from vandalism or other damage.

6. Items that are to be reset (i.e., sidewalks, steps, fence, etc.) shall be done so using original patterns and materials only. In the event of breakage of materials, only materials accepted in writing by the Engineer/Owner may be used by the Contractor as replacements. The cost of replacement materials shall be paid for by the Contractor.

7. All new manholes shall be pre-cast concrete as shown on detail sheet.

8. Should any damage to existing trees, shrubs, etc., that are called to be replanted on the plans, occur in the opinion of the Owner, the Contractor shall either repair the damage (if possible) or provide new trees, shrubs, etc., of the same type at no additional cost to the Owner.

9. The cost to remove all trees, regardless of size (including stump), shall be included in the contract lump sum price.

10. The Contractor shall comply with all local, state, and federal regulations as they pertain to construction activities (erosion control, etc.)

11. The Contractor shall provide a project manager acceptable to the Owner for the duration of the work of this project. The Contractor shall not replace the project manager without approval of the owner's

representative. The Contractor shall provide a superintendent acceptable to the Owner for the duration of the work of this project. The Contractor shall not replace the superintendent without the approval of the owner's representative. In the case that either representative's employment is terminated with the contractor, replacements credentials should be submitted. Neither representative may be integrated into the actual workforce in a task completion role. The costs associated with the above shall be included in the overall project cost.

12. The Owner reserves the right to switch from seed to sod where a sufficient stand of grass, per the specifications, cannot be obtained.
13. Insure that existing water main/laterals are not damaged during construction. Any damage must be repaired and paid for by the Contractor.
14. **Record Data and Drawings:** The Contractor shall keep accurate, legible records of the locations, types, and sizes of sanitary lines, service laterals, manholes, cleanouts, force mains, water lines, fittings, valves, hydrants, drainage pipes, drainage structures, and other related work performed under this project. On a set of project prints provided by the Owner, the Contractor shall prepare a set of "as-built" drawings for the data stated above. Invert elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. These "as-built" drawings shall be kept clean and dry and maintained in a current state with the progress of the work. Updated "as-built" drawings shall be submitted at least monthly with payment request or as determined necessary with the progress of work.

Before final acceptance of the completed installation and before final payment by the Owner, the Contractor shall deliver to the Engineer, four (4) sets of "Record Survey" Drawings accurately depicting the horizontal and vertical as-built data described above. "Record Survey" drawings for the items installed on this project shall be certified by a licensed engineer or surveyor, registered in the State of Georgia. The size of the drawings shall be 24" x 36". The "Record Survey" drawings shall have a coordinate system based on the Georgia State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83). Elevations shall be based on the North American Vertical Datum of 1988 (NAVD 88). All measurements and coordinates shown shall use the U.S. Survey definition.

Coordinates shall be shown on all drainage structures, sanitary sewer manholes, storm manholes/boxes, valve boxes/vaults, valve manholes, valves, fire hydrants, fittings, and all other related work performed under this contract. Vertical data including but not limited to, structure and manhole frame and inverts, pipe inverts, valve manhole frames, lift station frame, inverts, control levels, and bottom, site grading, and as-built grading shall be shown. In addition to the "Record" drawings, Contractor shall deliver to Engineer electronic AutoCAD (v. 14 or later) files of all the data described above on a CD-ROM.

15. **Geotechnical Evaluation Reports:** Geotechnical evaluation reports are provided as Exhibit "A" to this section (attached). These reports are provided for reference only to aid in the bidding of the project. Contractor is responsible for verifying soil conditions, characteristics, geotechnical parameters, and foundation requirements with any additional site inspections, testing, or study necessary.

The Contractor is responsible for complying with all site preparations, surcharge/pre-loading, pipe/utility installation, structural fill, trenching, embankment, and details of construction recommendations as presented in the Geotechnical Evaluation Reports by Terracon Consultants, Inc. included in Section 001600 – Supplemental General Conditions. The geotechnical reports are furnished to the Contractor to assist in the foundation design, site preparation, pipe bedding design, embankment, and surcharge requirements, and may or may not represent all field conditions. Additional testing required for verifying site condition, settlement monitoring, and surcharge design shall be done at the Contractor's expense.

16. **Examinations of Plans, Specifications, and Supplemental General Conditions:** The Bidder is expected to examine carefully the site of the proposed work, the Proposals, Plans, Specifications, Supplemental Specifications, Supplemental General Conditions, and Contract forms before submitting a bid. The submission of a bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing The Work and as to requirements of the Plans, Specifications, Supplemental Specifications, Supplemental General Conditions, and Contract.

It is the obligation of the Bidders to make their own interpretation of all subsurface data that may be available as to the nature and extent of the materials to be excavated, graded, compacted, as well as requirements for surcharging, pipe laying, pile driving, and all other aspects of the construction. Such information, if available and furnished to the Bidders by the Owner, does not in any way guarantee the amount or nature of the material which may be encountered.

17. **Interpretation of Estimates:** Although the entire project is a lump sum price, there are some items with the quantities of work to be performed and materials to be furnished to complete the construction of The Work as shown on the Plans and contained in the Proposal are approximate and are to be used for comparing Bids. The Owner does not guarantee that the quantities indicated on the Plans or given in the Proposal will be the actual construction quantities. The Contractor shall not plead deception or misunderstanding because of variation from these quantities or minor variations from the locations, or character of the Work. Payment to the Contractor will be made only for the actual quantities of work performed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities are more or less than the quantities given in the Proposal, the Unit Prices Bid in the Proposal will still prevail, except as otherwise provided in the General Conditions.

18. **Contractor** shall coordinate all construction activities with City of Savannah, Chatham County, ANG, Georgia Power, and any other utility owners within the project area. Any and all approval and permits for work in these areas, which have not been included with these Contract Documents, shall be the responsibility of the Contractor. There will be no separate measurement or payment for cost or fees associated with coordination with or for obtaining approvals from these parties. These costs shall be considered a subsidiary obligation of the Contract.

19. **Contractor** shall coordinate all construction activities with Georgia Power prior to commencing work. Contractor will verify all power relocations required have been completed prior to starting work and will comply with all Georgia Power safety requirements for working in proximity to power lines.

20. **Contractor** shall be responsible for supporting existing sewer structures and pump station during the connection process. Contractor shall submit a support and protection plan to City/Engineer detailing how existing structures will be supported during excavation, connection, and backfilling operations. No separate measurement or payment will be made for protection of existing structure or for preparation of support/protection plan. These costs shall be considered a subsidiary obligation of the contract.

21. **Contractor** shall coordinate all construction including traffic control, roadway closures and detours with the City of Savannah and ANG. Any and all approval and permits for work in the roadway shall be the responsibility of the Contractor. Contractor shall also be responsible for providing all traffic marking/stripping on the roadway surface in accordance with City, and ANG requirements. All costs associated with the traffic control, roadway closures and detours shall be included in the contract lump sum bid price.

22. **Water Distribution System Specifications:** The following items shall be modified, as indicated, in the City of Savannah Standard Specification Section 02550 – “Water Distribution System.”

Part 1.01 Pipe

- Add the following paragraph to Paragraph A. Ductile Iron Pipe:
 1. 48-inch pipe shall be ductile iron pressure class 350 restrained joint pipe and shall conform to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53.

- Add the following paragraphs to Paragraph B. PVC Pipe

1. PVC Pipe – AWWA C-900 – shall be in sizes between 4 inches and 12 inches shall meet the requirements of AWWA C900 "Poly Vinyl Chloride (PVC) Pressure Pipe" and shall conform to all the requirements of ASTM D1784 and ASTM D2241. The pipe shall be a minimum of DR 18 and shall be capable of withstanding the overburden pressures determined by the depth of burial in the field.

Pipe material shall be made from clean, virgin, NSF approved Class 12454–A PVC compound conforming to resin specification ASTM D1784. Standard laying lengths shall be 20–feet (±1 inch). Random lengths of not more than 15% of the total footage of each size may be shipped in lieu of the standard lengths. Reruns of reclaimed material shall not be accepted.

The pipe shall have bell and spigot ends with push–on, compression type joints. Elastomeric gaskets shall conform to the requirements of ASTM D3139 and ASTM F477.

Minimum pipe stiffness (F/dY) at 5% deflection shall be 914 psi for all sizes when tested in accordance with ASTM D2241.

The pipe shall be designed to pass a quick burst test pressure of 985 psi applied in 60 to 70 seconds when tested in accordance with ASTM D1599, as referenced in ASTM D2241.

Fittings for C900–Class 200, DR 18 shall be ductile iron, bolted mechanical joint.

2. PVC Pipe – AWWA C-900 shall be used for sizes 16" and greater and shall meet the requirements of AWWA C900 "Poly Vinyl Chlorine (PVC) Pressure Pipe and Fabricated Fittings, 14 in. through 48 in." and shall conform to all the requirements of ASTM D1784 and ASTM D2241. The pipe shall be a minimum of DR 18 and shall be capable of withstanding the overburden pressures determined by the depth of burial in the field.

Pipe material shall be made from clean, virgin, NSF approved Class 12454–A PVC compound conforming to resin specification ASTM D1784. Standard laying lengths shall be 20–feet (±1 inch). Random lengths of not more than 15% of the total footage of each size may be shipped in lieu of the standard lengths. Reruns of reclaimed material shall not be accepted.

The pipe shall have bell and spigot ends with push–on, O–ring rubber gasket, compression type joints. Elastomeric gaskets shall conform to the requirements of ASTM D3139 and ASTM F477.

Minimum pipe stiffness (F/dY) at 5% deflection shall be 435 psi for all sizes when tested in accordance with ASTM D2241.

The pipe shall be designed to pass a quick burst test pressure of 755 psi applied in 60 to 70 seconds when tested in accordance with ASTM D1599, as referenced in ASTM D2241.

Fittings for C900–Class 200, DR 18 shall be ductile iron, bolted mechanical joint.

Part 1.09 Gate Valves

- Add the following paragraph:
 1. 16–inch gate valve shall be utilized in lieu of 16–inch butterfly valves where directed by the City and Engineer. 16–inch and larger gate valves shall be installed in a minimum 6–foot diameter manhole with appropriate vertical clearance to allow for operation of the nut. Manhole shall conform to the construction drawing detail shown on plans for 10–inch and 12–inch gate valve manholes, with appropriate clearances of manhole bottom, walls, and upper slab.
 - k. Valve manholes 6–foot and larger in diameter shall be precast reinforced concrete sections. Conforming to the following specifications:
The product design, performance, materials, manufacture, handling, and installation shall conform to the following references and the project specifications:

ACI 318 – Building Code Requirements for Reinforced Concrete

ASTM C 39 – Compressive Strength of Cylindrical Concrete Specimens

ASTM C – 478 – Precast Reinforced Concrete Manhole Sections

ASTM C 890 – Minimal Structural Design Loading for Precast Concrete Water and Wastewater Structures

ASTM C 891 – Installation of Underground Precast Concrete Utility Structures

ASTM C 913 – Precast Concrete Water and Wastewater Structures

The Contractor or supplier shall provide for the design of the precast structure. Each section of the structure shall be designed and manufactured for its individual depth, loading conditions (lateral, surcharge and hydrostatic), and opening requirements. All concrete in the precast structure shall have a minimum compressive strength of 4,000 psi after 28 days. Reinforcing steel shall comply with ASTM A 615 Grade 60 (min. fy = 60,000 psi). Bar bending, and placement shall comply with the ACI latest standards.

The precast structure manufacturer shall have the necessary equipment and facilities for the proper manufacture of the sections and to perform compressive strength tests on concrete tests specimens. Test cylinders shall be made for each structure and test conducted in accordance with ASTM C 39, except the compressive strength shall be equal to or greater than the design of the concrete. Structure design computations, concrete mix design, and test reports certifying design strength has been achieved at the 28–day break shall be submitted to the Engineer. Design of the structure shall be performed by a Registered Professional Engineer at the Contractor's expense. The design parameters for the precast structure shall include:

Lateral load based on a water table at the surface using equivalent fluid pressure of 80 pcf from the surface grade down and a vehicle wheel load designation of HS20–44. Design live load for the top slab shall be for a vehicle wheel load designation of HS20–44. The precast concrete sections shall have a minimum wall thickness of 12–inches for 12–foot diameter manholes, 11–inches for 10–ft diameter manholes, 9–inches for 8–ft diameter manholes, and 8–inches for 6–ft diameter manholes. The minimum top slab thicknesses shall be 6–inches for all valve manholes. The minimum bottom slab thickness shall be 8–inches. Actual

thicknesses greater than minimum shall be as required by the loading conditions based on precast manufacturers design.

The structure manufacturer shall prepare and submit six (6) sets of shop drawings showing wall and slab thicknesses, structural reinforcing, and opening locations. The manufacturer shall also provide the design analyses and calculations to show all sections have been designed for the burial depths shown on the construction drawings as well as stresses incurred during transport, handling, and installation. Calculations and analyses must be performed and sealed by a Licensed Professional Engineer and submitted for review. All shop drawings and design calculations shall be submitted to the Contractor for review. Contractor shall forward these documents to the Engineer. Such documents shall bear the stamp or written statement of the Contractor indicating Contractor's review for completeness and receipt. Contractor shall be responsible for the accuracy of the shop drawings and for their conformity to the plans and specifications. Shop drawings with insufficient or incomplete data required to indicate compliance with these specifications are not acceptable and will be returned to the Contractor. Rejected shop drawings shall not relieve the Contractor from his completing the project within the time allowed by the Contract Documents.

Part 1.03 Fittings

- Add the following paragraph:

All fittings and all joints shall be restrained on all proposed water and sewer force mains.

Part 1.10 Butterfly Valves

- Add the following paragraph:

I. Manholes for butterfly valves shall be precast reinforced concrete sections as shown on the plans.

The product design, performance, materials, manufacture, handling, and installation shall conform to the following references and the project specifications:

ACI 318 – Building Code Requirements for Reinforced Concrete

ASTM C 39 – Compressive Strength of Cylindrical Concrete Specimens

ASTM C – 478 – Precast Reinforced Concrete Manhole Sections

ASTM C 890 – Minimal Structural Design Loading for Precast Concrete Water and Wastewater Structures

ASTM C 891 – Installation of Underground Precast Concrete Utility Structures

ASTM C 913 – Precast Concrete Water and Wastewater Structures

The Contractor or supplier shall provide for the design of the precast structure. Each section of the structure shall be designed and manufactured for its individual depth, loading conditions (lateral, surcharge and hydrostatic), and opening requirements. All concrete in the precast structure shall have a minimum compressive strength of 4,000 psi after 28 days. Reinforcing steel shall comply with ASTM A 615 Grade 60 (min. fy = 60,000 psi). Bar bending, and placement shall comply with the ACI latest standards.

The precast structure manufacturer shall have the necessary equipment and facilities for the proper manufacture of the sections and to perform compressive strength tests on concrete

tests specimens. Test cylinders shall be made for each structure and test conducted in accordance with ASTM C 39, except the compressive strength shall be equal to or greater than the design of the concrete. Structure design computations, concrete mix design, and test reports certifying design strength has been achieved at the 28-day break shall be submitted to the Engineer. Design of the structure shall be performed by a Registered Professional Engineer at the Contractor's expense. The design parameters for the precast structure shall include:

Lateral load based on a water table at the surface using equivalent fluid pressure of 80 pcf from the surface grade down and a vehicle wheel load designation of HS20-44. Design live load for the top slab shall be for a vehicle wheel load designation of HS20-44. The precast concrete sections shall have a minimum wall thickness of 12-inches for 12-foot diameter manholes. The minimum top slab thicknesses shall be 12-inches for all wet wells. The minimum bottom slab thickness shall be 12-inches. Actual thicknesses greater than minimum shall be as required by the loading conditions based on precast manufacturers design.

The structure manufacturer shall prepare and submit six (6) sets of shop drawings showing wall and slab thicknesses, structural reinforcing, and opening locations. The manufacturer shall also provide the design analyses and calculations to show all sections have been designed for the burial depths shown on the construction drawings as well as stresses incurred during transport, handling, and installation. Calculations and analyses must be performed and sealed by a Licensed Professional Engineer and submitted for review. All shop drawings and design calculations shall be submitted to the Contractor for review. Contractor shall forward these documents to the Engineer. Such documents shall bear the stamp or written statement of the Contractor indicating Contractor's review for completeness and receipt. Contractor shall be responsible for the accuracy of the shop drawings and for their conformity to the plans and specifications. Shop drawings with insufficient or incomplete data required to indicate compliance with these specifications are not acceptable and will be returned to the Contractor. Rejected shop drawings shall not relieve the Contractor from his completing the project within the time allowed by the Contract Documents.

23. **Wastewater Collection System Specifications:** The following shall be modified, as indicated, in the City of Savannah Standard Specification Section 02554 – "Wastewater Collection System"

Part 1.01 Sewer Pipe, A. Gravity Sewer

1. Add the following paragraphs to existing Paragraph 1. "PVC Pipe":
 - A. Polyvinyl Chloride (PVC) Pipe (8" – 12") Gravity Sewer Pipe
Polyvinyl chloride (PVC) pipe and fittings shall conform to the requirements of ASTM D3034 with a maximum SDR of 26. Joints shall conform to the requirements of ASTM D3212. Reruns of reclaimed materials shall not be accepted. The pipe shall have bell and spigot ends with push-on, compression type joints. Elastomeric gaskets shall conform to the requirements of ASTM F477. Minimum cell class shall be 12454B. PVC shall be supplied in 13-foot lengths. **ALL PVC PIPE SHALL BE STORED OUT OF THE SUNLIGHT OR APPROPRIATELY COVERED WITH A UV RESISTANT COVER. ALL PVC PIPE SHALL BE PROPERLY SUPPORTED SO "SAGGING" OF THE PIPE DOESN'T OCCUR DURING STORAGE. ANY PVC PIPE SHOWING UV DEGRADATION OR SAGGING SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.**
 - B. Polyvinyl Chloride (PVC) Pipe (15" – 36") Gravity Sewer Pipe
Polyvinyl chloride (PVC) pipe and fittings shall conform to the requirements of ASTM D2241 and AWWA C900 with a minimum DR of 18. Joints shall conform to the requirements of ASTM D3212. Reruns of reclaimed materials shall not be accepted. The pipe shall have bell and spigot ends with push-on, compression type joints. Elastomeric gaskets shall conform

to the requirements of ASTM F477. Minimum cell class shall be 12454B. **ALL PVC PIPE SHALL BE STORED OUT OF THE SUNLIGHT OR APPROPRIATELY COVERED WITH A UV RESISTANT COVER. ALL PVC PIPE SHALL BE PROPERLY SUPPORTED SO "SAGGING" OF THE PIPE DOESN'T OCCUR DURING STORAGE. ANY PVC PIPE SHOWING UV DEGRADATION OR SAGGING SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.**

Part 1.02 Sewer Pipe Joints

- Add the following paragraph:

All fittings and all joints shall be restrained on all proposed force mains.

Part 1.05 Casing and Casing Spacers

- Add the following paragraph:

Design and installation of casings and pipelines crossing CSX Railroads shall be performed in accordance with "CSX Transportation Design & Construction Standard Specifications – Pipeline Occupancies," latest revision. Casings and pipelines crossing Norfolk Southern railroads shall be designed and constructed in accordance with "Specifications for Pipeline Occupancy of Norfolk Southern Property," latest revision. At a minimum 36-inch steel casings will have a wall thickness of 0.532-inches, 30-inch steel casings shall have a minimum wall thickness of 0.500-inches, and all casings 24-inch and smaller shall have a minimum wall thickness of 0.375-inch, unless thicker walls are required by the design and specifications manuals listed in this section.

24. All roadway and storm drainage system construction shall be in accordance with the Georgia Department of Transportation (GDOT) Standard Specifications for Construction of Transportation Systems (2013 Edition), except noted and amended elsewhere herein.
25. Televising of storm lines shall be conducted a minimum of 30 days following installation. Televising may be conducted by the Contractor or his sub at no additional cost to the City. The scheduling of the televising, regardless of televising source (City provided or private contractor), is the responsibility of the Contractor.
26. The following is agreed to as a condition of this project, and the costs associated with same shall be included in the overall project cost. The Contractor shall provide a superintendent acceptable to the Owner for the duration of the work of this project. The Contractor shall not replace the superintendent without acceptance of the owner's representative. The Contractor shall provide a construction quality control/quality assurance representative acceptable to the Owner for the duration of the work of this project. The Contractor shall not replace the quality control/quality assurance representative without the acceptance of the owner's representative. In the case that either representative's employment is terminated with the contractor, replacements credentials should be submitted. Neither representative may be integrated into the actual workforce in a task completion role.
27. The contractor shall pay particular attention to the need for proper shoring and bracing of excavation for construction of utility lines and structures. The contractor shall note that no separate payment shall be made for sheet piling, shoring, and bracing of excavations. Contractor shall incorporate any such costs into bid price for the item to which it pertains. Any damages that occur due to the installation of sheeting for any other type of excavation bracing shall be the responsibility of the contractor.
28. Adjustment of manhole to grade shall be done with brick and mortar, not exceeding 12-inches in height.

29. All efforts have been made to identify underground and above-ground utilities; however, the contractor has the ultimate obligation to proceed with caution when a suspected utility line is present in the excavation. Any lines, which are not shown to be abandoned, shall be repaired immediately if broken during construction at the Contractor's expense. All service laterals shall remain in service and contractor must keep each service in operation during construction. The contractor shall be responsible for furnishing all necessary materials for temporary bypassing of any utilities as needed. Prior to performing any by-pass operation, the contractor shall submit his proposed method of bypassing and/or hydro stopping. Bypassing or hydro-stopping shall be included in the bid price. Temporary relocation of electric, gas, or cable utilities will be coordinated by the contractor with the respective utility provider to maintain continuous service, at no additional cost to the city.
30. Construction Site Safety: Contractor shall comply with paragraphs 55 and 56 in Section 001500 of the General Conditions in regard to Site Safety. During construction of the project, the contractor shall provide and maintain all necessary safety measures adequate to prevent unauthorized entry to the construction area. The contractor shall be held liable for any injuries to a member of the public due to insufficient safety measures. The contractor, upon request of the construction inspector, shall provide safe access to the work for adequate inspection at no additional cost to the City, as per Section 001500, paragraph 15-G of the General Conditions.
31. Beside ANG property noted in Section 01 30 00, no addition property is currently owned and available for the contractor's use as a laydown area, materials storage, or secure storage area. Property lines shown on the project drawings depict the public right-of-way, utilized for the project design. It is the Contractor's responsibility to locate, obtain entry, and maintain property to be used in construction of the project. Any costs related to those properties utilized by the contractor shall be included in the contract lump sum price for "Mobilization." No separate measurement or payment shall be made for any cost related to use of property outside the project rights-of-way.
32. Construction Schedules: In accordance with General Conditions Section 001500, paragraph 46, the Contractor shall submit an updated schedule and sequence of operation for completing the work with each pay request or at the request of the Engineer or Owner. As a minimum, the schedule shall include the following:
- a. Start/finish duration all activities
 - b. Identification of all activities along the critical path
 - c. Identification of all activities that involve the Owner
 - d. Narrative explaining construction sequencing
 - e. Name of person who prepared schedule
 - f. Identification of all activities over 30 days.
 - g. Date Prepared
33. Shop Drawing/Product Submittals: The contractor is required to provide the following generally described shop drawing submittals that will be required for the project:
- a. All items listed in Section 01 33 00 "Submittal Procedures" Water system-Piping, fittings, restraints, valves manhole structures, sealant, rings and covers, stoppels, hydrants, tracer wire, marker tape, valve boxes, casings for crossings, coatings for ferrous materials;
 - b. Sanitary sewer system - Piping, fittings, manhole structures, sealant, rings and covers, stoppels for force main connection, casings for crossings, coatings for ferrous materials, tracer wire and marker tape;
 - c. Control and auxiliary Building - masonry, roof sheathing, doors, louvers, door hardware, bricks, color selection charts, gutters, downspouts, flow meter equipment, control valve assemblies, electrical/control equipment, lighting, concrete mix design, fittings, and all other appurtenances and equipment.
 - d. Any other items that are not listed but are outlined in the plans and specifications or as requested by the Engineer or Owner.

34. Warranty Period:

The Owner is requiring the Contractor to guarantee all work for twelve (12) months from the date of Final Acceptance pursuant to Section 001500, General Conditions. In addition, the following shall supplement the requirements of the warranty period as specified in Section 001500.

A. The intent and purpose of the warranty period is as follows:

- 1.) To have the Contractor guarantee the work against all defects arising from workmanship or materials for a period of twelve (12) months from the date of Final Acceptance.
- 2.) To have the Contractor remedy, at his own expense and without additional cost to the Owner, rebuild, repair, restore, correct, and make good work that may become non-conforming during the warranty period.
- 3.) To have a functionally complete project conforming to the Contract Documents at the end of the twelve (12) month Warranty Period.

35. DEFECTIVE

The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. Does not conform to the Contract Documents; or
- b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. Has been damaged prior to Engineer's recommendation of final payment

36. DUCTILE IRON SANITARY SEWER AND WATER PIPING

- a. Ductile iron sanitary sewer and water piping shall be pressure class 350, unless otherwise specifically noted in the plans.

37. WATER AND SEWER CONTRACTOR/SUBCONTRACTOR QUALIFICATIONS

- a. Contractor shall provide written documentation and certifications indicating that the Contractor and any subcontractors performing proposed water and sewer relocations and improvement work are experienced. Contractor shall provide written documentation of its, or if work is to be subcontracted, the subcontractor's past similar projects performed himself and any involving water mains 16-inch and larger, force mains 16-inch and larger, and sanitary sewers 24-inch and larger. The Contractor or water and sewer subcontractor(s) must demonstrate experience with at least four (4) successful projects in the last fifteen (15) years of similar size and complexity.

- 38.** Any and all work, labor, equipment, materials, design, and other incidental required to provide and maintain temporary drainage, traffic flow, water/sewer utility service, other utility service, earthwork, by-passing, and all other temporary work shall not be measured or paid for separately. All cost for all temporary work shall be considered a subsidiary obligation to the contract.

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SECTION 00 1700

MEASUREMENT AND PAYMENT

PART 1 – MEASUREMENT

1.1 MEASUREMENT

The items listed in the proposal shall be considered as sufficient to complete the work in accordance with the plans and specifications. Any portion of the work not listed in the bid form shall be deemed to be a part of the item that it is associated with and shall be included in the cost of the unit shown on the bid form. Payment for the unit shown on the bid form shall be considered to cover the cost of all labor, material, equipment and performing all operations necessary to complete the work in place. The unit of measurement shall be the unit shown on the bid form. Payment shall be based upon the actual quantity multiplied by the unit prices. Where work is to be performed at a lump sum price, the lump sum shall include all operations and elements necessary to complete the work. No payment will be made for any material wasted, unused, rejected, or used for the convenience of the Contractor.

1.2 CONTRACTOR'S DETAILED ITEMIZATION

The selected bidder shall provide the Engineer and the Owner with a detailed Itemization of all the construction costs to include mobilization, equipment, material, labor, insurance, bonds, and other costs related to the construction of Travis Field Water Reclamation Facility.

The Engineer will utilize these breakdowns to process monthly pay requests. Each item will be paid based on the percentage of completion at the end of each pay period.

PART 2 – PAYMENT

2.1 4.0 MGD WASTEWATER TREATMENT PLANT

Payment shall be paid monthly according to the Contractor's provided detailed breakdown for each task. The monthly payment will be based on percentage completed for each item, material in storage, and equipment installed which shall include all work for construction of the Wastewater Treatment Plant, complete and operational, except for Items No. 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, and 2.8.

2.2 MBR/MBT MEMBRANE SYSTEMS

Payment shall be based on the lump sum bid allowance for the MBR/MBT membrane equipment and services to be provided by Kubota USA per the scope of supply in Appendix B. This scope of supply does not include tax.

2.3 UV SYSTEM ALLOWANCE

Payment shall be on the basis of the lump sum bid allowance for the UV System by Enaqua per the scope of supply in Appendix C. State sales tax has been added to the scope of supply.

2.4 GRIT REMOVAL SYSTEM ALLOWANCE

Payment shall be on the basis of the lump sum bid allowance for the Hydro International Headcell grit separator and control panel and Wier / Wemco grit pump and grit classifier per the scope of supply in Appendix D. This scope of supply does not include tax.

2.5 SCREENING SYSTEM ALLOWANCE

Payment shall be based on the lump sum bid allowance for the Screening equipment by Parkson per the scope of supply in Appendix E. This scope of supply does not include tax.

2.6 SCADA SYSTEM ALLOWANCE

Payment shall be on the basis of the lump sum bid allowance for the SCADA equipment and installation to be provided by Emerson per the scope of supply in Appendix F. This scope of supply does not include tax.

2.7 CRUSHED STONE BEDDING

Payment shall be on the basis of the cubic yard unit price in the Bid Proposal which shall include placement of crushed stone bedding.

2.8 REMOVE & REPLACE UNSUITABLE MATERIAL ALLOWANCE

Payment shall be on the basis of the in-place, compacted cubic yard unit price in the Bid Proposal which shall include the removal and lawful reuse or disposal of unsuitable material and replacement with approved offsite borrow material for construction of the wastewater treatment plant.

END OF SECTION