



AGREEMENT

BUYER (Referred to as "The City")

The Mayor and Aldermen of the City of Savannah
2 East Bay Street
Savannah, GA
Phone: 912-651-6428
Attention: Brittany Gashi
Buyer Contract Number: 886

CONTRACTOR

Insituform Technologies, Inc. LLC
6972 Business Park Blvd. 17988 Edison Avenue

Jacksonville, FL 32256 Chesterfield, MO 63005
904-237-3426 (636) 530-8000
292-3498
thetchkiss@insituform.com dpartridge@aegion.com
Tax Id: 13-3032158
Attention: Diane Partridge, Contracting and Attesting Officer

GENERAL INFORMATION

Contract Description: Trenchless Sewer Line Rehabilitation (S)
Effective: June 21, 2018 - December 31, 2018
Contract Type: ANNUAL CONTRACT SERVICES
Contract Subtype:
Contract Classification: ANNUAL CONTRACT
Contract Subclassification:
Maximum Dollar Amount of this contract: \$ 5,537,891.00

1. Cover Letter for OTP & A/C

a) Invitation to Bid

This letter extends to your firm an invitation to submit a bid to supply the City of Savannah (the "City") with equipment, supplies, and/or services as described. Sealed bids will be received in the City's Purchasing Division, 1375 Chatham Parkway, second floor, Savannah, Georgia 31405, until the event closing date at 1:30 p.m (EST). Bids will be opened and publicly read. Bids not received in the Purchasing Division the time and date specified will not be opened. Bidders are encouraged to review Section 1.3 How to Submit Bids. The City reserves the right to reject any and all bids and to waive formalities.

Instructions for preparation and submission of a bid are contained in the attached packet. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink. If you choose not to submit a bid, no further action is required.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document all approved changes. Any bid submitted which does not acknowledge the receipt of an addendum will not be considered.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City affirmatively works to encourage utilization of disadvantaged business enterprises in its procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any bidders regardless of race, color, religion, age, sex, national origin or handicap. A "disadvantaged business enterprise" (DBE) is defined as "[an] entity certified as a DBE by any federal or state agency. To become certified, a company must be a for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. Further, companies must meet all other eligibility requirements as set by the U.S. Department of Transportation."

A bid from your firm will be appreciated.

POST OFFICE BOX 1027
SAVANNAH, GEORGIA 31402
PHONE (912) 651-6425
TDD (912) 651-6702 FAX (912) 651-6855
WWW.SAVANNAHGA.GOV

2. Instructions to Bid

a) Purpose

The purpose of this document is to provide general and specific information for use by bidders in submitting a bid to supply the City with equipment, supplies, and or services as previously listed. All bids are governed by the Charter and Code of the City.

b) 1.2 How to Prepare Bids

All bids:

(A) If submitted manually, shall be prepared on the forms enclosed herewith, unless otherwise prescribed.

(B) If submitted manually, shall be typewritten or completed with pen and ink, signed by the bidder or his authorized representative, with all erasures or corrections initialed and dated by the official signing the bid. Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

(C) If permitted to be submitted electronically via the City's webpage supplier portal, bids shall be submitted in accordance with the instructions detailed in the instructions and terms of use posted on the City's webpage. Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

c) 1.3 How to Submit Bids

It is recommended that the supplier submit its response as early as possible to avoid responses not being received on time.

All bids shall be:

(A) If bids are submitted manually, submitted in a sealed opaque envelope, plainly marked with the bid number and equipment, supply and/or service description as previously listed.

(B) If submitted manually, mailed or delivered as follows in sufficient time to ensure receipt by the

Purchasing Division on or before 1:30 P.M. (EST) on the date specified in the web page listing for this event.

(1) US Postal Service Standard Mailing Address: Purchasing Division, Post Office Box 1027, Savannah, Georgia 31402. It is the bidder's responsibility to ensure that the bid is delivered to the Purchasing Division prior to the deadline for bids. It is not enough for the bid to be delivered to the post office box. While the City generally collects mail from the post office box once daily, a bidder submitting to the post office box does so at its own risk. Bids may also be mailed to the Purchasing Division's physical address of 1375 Chatham Parkway, 2nd floor, Savannah, Georgia 31405. It is the bidder's responsibility to ensure that the bid is delivered to the Purchasing Division prior to the deadline for bids.

(2) Hand or Overnight/Express Delivery Address: Purchasing Division, 1375 Chatham Parkway, 2nd floor, Savannah, Georgia 31405.

(3) Bids, other than those requiring bonds, unable to be mailed, express mailed, or hand delivered by the time indicated, may be faxed as a last resort to the Purchasing Division the day of the bid due date at the bidder's own risk. The fax number is (912) 651-6855. Bidders are cautioned to verify receipt of the fax transmission by calling the main office phone at (912) 651-6425. The time of receipt is based upon the bid being received in its entirety prior to bid opening and time stamped by the Purchasing Division. No other time stamp, i.e. fax machine time, will be accepted.

(4) Bids not received in the Purchasing Division by the time and date specified in the solicitation will not be opened.

(C) If bids are permitted to be submitted electronically per the specifications, bidders are cautioned to verify via the supplier portal on the City's e-procurement website that their bids have been submitted. Failure to complete the submittal process will cause the bidder's response not to be considered. It is the responsibility of the bidder to ensure that the response is submitted in time to meet the stated closing date and time. The City is not responsible for accessibility to the supplier's internet service.

d) **1.4 How to Submit an Objection**

Objections from bidders to the bid and/or these specifications should be brought to the attention of the City Purchasing Director in the following manner:

(A) When a pre-bid conference is scheduled, bidders should either present their oral objection at that time or submit their written objections at least 2 days prior to the scheduled conference.

(B) When a pre-bid conference is not scheduled, the bidders should object in writing at least 5 days prior to the opening of the bids.

(C) Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation.

e) **1.5 Failure to Bid**

If you choose not to submit a bid, no further action is required. If a bidder should no longer wish to receive notification of bidding opportunities, please contact the Purchasing Division for instructions on how to be removed from the City's supplier list.

f) **1.6 Errors In Bids**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of error in extension of prices in the bid, the unit prices shall govern.

g) **1.7 Standards for Acceptance of Bid for Award Contract**

The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejections or waiver is in the best interest of the City. The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.

h) **1.8 Bidder**

Whenever the term "bidder" is used, it shall encompass the "contractor," "purchaser," or other party having the contract with the City in such capacity after the contract has been entered into or between

such party and the City.

i) **1.9 Compliance with laws**

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.

3. **General Conditions**

a) **2.1 Specifications**

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

b) **2.2 Delivery Point**

Unless otherwise stated, all items shall be quoted and delivered F.O.B. Destination (i.e., at a specific City of Savannah address), and delivery cost and charges (if any) will be included in bid price.

c) **2.3 Cash Discounts (Terms)**

Unless otherwise specified, prompt payment cash discounts will be considered in determining cost. A minimum of ten (10) working days must be allowed for an offered prompt payment discount in order to be considered in making an award.

d) **2.4 Delivery Time**

When delivery time is requested in invitation documents, time will be of the essence; therefore, bid shall include the delivery date. In some instances, the City may specify an outside delivery date.

e) **2.5 Preparation for Delivery**

(A) Packing: Packing shall be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The bidder shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. It shall be the bidder's responsibility to determine that packing is done as adequate to assure that all the materials shall arrive at destination in an undamaged condition ready for its intended use.

(B) Marking: All packages shall be identified with the City's purchase order number and the using department. Sealed packing lists must be affixed to all cartons showing its content.

(C) Shipping: The bidder shall follow shipping instructions as stated on the purchase order or contract.

f) **2.6 Multiple Bids**

No bidder will be allowed to submit more than one bid. Any alternate proposals must be stated on the exception sheet and submitted with the bid proposal.

g) **2.7 Bids For All Or Part**

Unless otherwise specified by the City or by the bidder, THE CITY OF SAVANNAH RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF THE CITY. Bidder may restrict its bid to consideration in the aggregate by so stating, but must name a unit price on each item bid.

h) **2.8 Warranties for Usage**

Whenever a bid is sought seeking a source of supply for a specified period of time for materials or services, THE QUANTITIES OF USAGE SHOWN ARE ESTIMATED ONLY. No guarantee or warranty of any amount is given or implied by the City as to the total amount that may be purchased from any resulting contracts.

i) **2.9 Prices to be Firm**

Bidder warrants that bid prices, terms, and conditions quoted in its bid will be firm for acceptance for a period of ninety (90) days from opening date.

j) **2.10 Description of Materials**

Bids for materials, supplies, vehicles, and/or equipment should be accompanied by copies of detailed factory specifications, ratings, technical data, including accurate descriptions of the exact materials, supplies, vehicles, and/or equipment on which bids are made.

k) **2.11 Completeness**

All information required by the bid must be completed and submitted to constitute a proper bid.

l) **2.12 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. Also, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of bid.

m) **2.13 Acceptance of Material**

The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of the materials and/or services are made and therefore accepted to the satisfaction of the City. IN THE EVENT THAT THE MATERIALS AND/OR SERVICES SUPPLIED TO THE CITY ARE FOUND TO BE DEFECTIVE OR DO NOT CONFORM TO SPECIFICATIONS, THE CITY RESERVES THE RIGHT TO CANCEL THE ORDER UPON WRITTEN NOTICE TO THE SELLER AND RETURN THE PRODUCT TO THE SELLER AT THE SELLER'S EXPENSE AND TO INVOKE THE PROVISIONS OF SECTION 2.22.

n) **2.14 Plant and Facility Inspections**

The Purchasing Department may require the bidder to make its plant and facilities available for inspection; or may require additional information concerning the bidder's ability to perform in compliance with the requirements of this bid. Failure to comply with this may cause rejection of the bid package.

o) **2.15 Guarantee**

Unless otherwise specified by the City, the bidder shall unconditionally guarantee the materials and workmanship on all materials and/or services. If, within the guarantee period any defects occur which are due to faulty materials and/or services, the bidder at its expense shall repair or adjust the condition, or replace the materials and/or services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be least detrimental to the operation of City business.

p) **2.16 Manufacturer or Dealer Advertisement**

No manufacturer or dealer advertising attachment shall appear on products delivered to the City without prior approval by the City.

q) **2.17 Brand Name**

If and wherever brand names, makes, names of manufacturers, trade names, vendor catalogs, or model

numbers are stated, they are for the purpose of establishing a grade or quality of material.

r) **2.18 "OR EQUAL" Interpretation**

It is the bidder's responsibility to prove to the City that each bid item is equal to the grade or quality of material specified.

On all such bids, the bidder shall indicate clearly the product (brand and catalog or model numbers) on which it is bidding, and shall supply a sample and sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturers specified. Failure to submit the required information will be sufficient grounds for rejection of bid. The City shall be the sole judge concerning the merits of bid submitted. If the bidder has any questions relative to whether its product is equal to the grade or quality of the product specified, the bidder should resolve this issue at its pre-bid conference; however, if the extent of the discussion precludes resolution at the pre-bid conference, the bidder should contact the Purchasing Department and resolve the issue prior to submission of bid.

NOTHING HEREIN PRECLUDES TESTING AS SPECIFIED BY THE CITY. VENDOR SHALL BEAR EXPENSES OF TESTS.

s) **2.19 Certified Test Report**

Each bidder shall provide a copy of a certified test report prior to or with its sealed bid when specified. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specification indicated herein. However, the City will bear the cost of any independent tests or consultant services it so chooses to perform.

t) **2.20 Samples and Demonstrations**

Evidence in the form of samples may be requested. When required, such samples are to be furnished after the date of bid opening only upon request of the City unless otherwise stated in the bid. If samples are requested, unless otherwise authorized, such samples must be received by the City no later than seven (7) days after the formal request is made. The City may request full demonstration of any item(s) bid prior to the award of any contract.

Bid samples shall be an exact and true representative sample of the actual material offered. Each bid sample shall be properly tagged or labeled with the name of the bidder and manufacturer, the bid opening date, and the bid number. Bid samples shall be provided at no additional costs to the City. Samples not used for tests will be returned to the bidder at the bidder's expense if so requested.

Furthermore, the City reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform with the contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the City.

u) **2.21 Liability**

Where bidders are required to enter or go onto City property to deliver materials or perform work or services as a result of bid award, the bidder shall be liable for any injury, damage or loss to the City caused by negligence of the bidder or its agent or any person the bidder has designated in the completion of its contract as a result of its bid and shall indemnify and hold harmless the City from any liability arising therefrom. When specified, a certificate showing appropriate liability insurance coverage must be submitted to the Purchasing Department prior to award of the purchase. In connection with its indemnification and Hold Harmless, bidder shall be required to notify its liability insurance carrier and the City of any and all claims for injury, damage or loss occasioned by the negligence or alleged negligence of the bidder (or its agent) or any person the bidder has designated in the completion of its contract. The bidder's obligation to indemnify the City under this section shall not be limited in any way by the agreed-upon contract price or to the scope and amount of coverage provided by any insurance maintained by the bidder including, without limitation to, the insurance required to be maintained by the bidder.

v) **2.22 Termination of Contract for Cause**

If through any cause, the bidder fails to fulfill in a timely and proper manner its obligations under this contract, or if the bidder violates any of the covenants, agreements, or stipulations of this contract, the bidder shall be considered in breach of this contract and the City may thereupon give written notice of default to the bidder and allow the bidder seven (7) calendar days from such notice to cure such default. After notice, the City shall have the right to terminate this contract by giving written notice to the bidder of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. An award may be made to the next low bidder for articles and/or services specified or they may be purchased on the open market and the defaulting bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent any part is not terminated under the provisions of this clause.

If the City fails without cause to make payment when due, the bidder may give written notice of the bidder's intention to terminate this agreement. If the bidder fails to receive payment within ten (10) days after receipt of such notice by the City, the bidder may give a second written notice and five (5) days after receipt of second written notice by the City, the bidder may terminate this agreement and recover from the City payment for services rendered.

w) **2.23 Termination of Contract for Convenience**

Each party to the contract shall have the right to terminate the contract made hereunder for its convenience by giving the other party written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The bidder shall be paid for services rendered and not in question or dispute through the effective date of such termination.

x) **2.24 Termination of Contract for Lack of Funding**

The obligation of the City for payment to the bidder is limited to the availability of funds appropriated in a current fiscal period. The continuation of the contract into a subsequent fiscal period is subject to the appropriation of funds, unless otherwise authorized by law.

y) **2.25 Patent Indemnity**

The Contractor shall indemnify and save harmless, the Owner from and against all losses and all claims, demands, payment, suits, actions, recoveries, and judgements of every nature and description brought or recovered against it by reason of any act or omission of the said Contractor, its agents or employees, in execution of the work or in the guarding of it, and the Contractor agrees to defend the Owner from any claims, suits, and actions brought against the Owner by reason of any act or omission of the said Contractor to the extent permitted by law.

z) **2.26 Certification of Independent Price Determination**

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

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

aa) **2.27 Award of Contract**

The contract, if awarded, will be awarded to the most responsive and responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The City will make the determination.

bb) **2.28 Bid Protest Procedure**

A contractor or supplier who is aggrieved by the recommendation of the City Manager to award a contract may appeal the decision to the City Manager no later than 48 hours prior to the date the award recommendation is scheduled to be approved by City Council. Recommendations to Council are posted on the preliminary agenda on the City's website generally on the Friday prior to the Council meeting date. It is the bidder's responsibility to ascertain the City's recommendation for award. The preliminary agenda may be accessed at ga-savannah2.civicplus.com/457/Agendas-Minutes. No consideration shall be given to protests received after the prescribed period for protests.

cc) **2.29 Local and MWBE Preference**

The following provisions shall apply in the procurement of supplies and services:

1) In the event that the lowest bid among those provided by responsive and responsible local vendors is within two percent or \$10,000.00, whichever is less, or within \$500.00 of the lowest responsive and responsible bidder who is not a local vendor, the lowest responsive and responsible local vendor shall be afforded the opportunity to match the bid submitted by the non-local bidder. If the lowest responsive and responsible local vendor agrees to match the lowest bid, then the contract shall be awarded to the local vendor.

2) In the event that the lowest bid among those provided by responsive and responsible local minority business enterprise or local women-owned business is within three percent or \$10,000.00, whichever is less, or within \$500.00 of the lowest responsive and responsible bidder, the lowest responsive and responsible local minority business enterprise or local women business enterprise shall be afforded the opportunity to match the bid submitted by the low bidder. If the lowest responsive and responsible local minority business enterprise or local women business enterprise agrees to match the lowest bid, then the contract shall be awarded to the local minority business enterprise or local women business enterprise.

3) In the event that the lowest bid among those provided by responsive and responsible local vendors located within a community development block grant (CDBG) target area is within three percent or \$10,000.00, whichever is less, or within \$500.00 of the lowest responsive and responsible bidder, the lowest responsive and responsible local vendor shall be afforded the opportunity to match the bid submitted by the low bidder. If the lowest responsive and responsible local vendor located within a community development block grant (CDBG) target area agrees to match the lowest bid, then the contract shall be awarded to the local vendor located within a community development block grant (CDBG) target area.

4) In the event that the lowest bid among those provided by responsive and responsible local minority business enterprise or local women-owned business located within a community development block grant (CDBG) target area is within four percent or \$10,000.00, whichever is less, or within \$500.00 of the lowest responsive and responsible bidder, the lowest responsive and responsible local minority business enterprise or local women business enterprise shall be afforded the opportunity to match the bid submitted by the low bidder. If the lowest responsive and responsible local minority business enterprise or local women business enterprise located within a community development block grant (CDBG) target area agrees to match the lowest bid, then the contract shall be awarded to the local minority business enterprise or local women business enterprise located within a community development block grant (CDBG) target area.

5) In the event that more than one bid meets the criteria in subsections (1),(2),(3) and (4), the opportunity to match the low bidder shall be afforded first to the lowest bidder meeting the criteria in subsection (4), second to the lowest bidder meeting criteria listed in subsection (3), third to the low bidder meeting the criteria listed in subsection (2) and fourth to the low bidder meeting the criteria listed in subsection (1).

dd) 2.30 Disadvantaged Enterprise (DBE) Policy

It is the policy of the City to provide disadvantaged business enterprises with equal opportunity for participating in selling goods and services to the City. The bidder shall also submit the attached notice of non-discrimination with its bid.

ee) 2.31 EEV and SAVE Forms

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

O.C.G.A. § 50-36-1 requires Georgia's cities to comply with the federal Systematic Alien Verification for Entitlements (SAVE) Program. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the City are considered "public benefits". Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract.

Both of these required forms may be completed and attached as part of the supplier registration process on the City of Savannah's e-procurement website at www.savannahga.gov.

ff) 2.32 Qualified Bidder

A "Qualified Bidder" is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance and service contained within these specifications.

gg) 2.33 Compliance with Specifications-Terms & Conditions

The Bid, Legal Advertisement, General Conditions, and Instructions to Bidders, Specifications, Special Conditions, Bidder's Bid, Addendum, and/or any other pertinent documents form a part of this bid and by reference are made a part hereof.

hh) 2.34 Signed Bid Considered Offer

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Mayor and Aldermen of the City, the City Manager or his/her designee. In case of a default on the part of the bidder after such acceptance, the City may take such actions as it deems appropriate including legal action for damages or specific performance.

ii) 2.35 Notice to Proceed

The successful bidder shall not commence work under this bid until duly notified by receipt of contract signed as executed by the City Manager or the Purchasing Director. If the successful bidder does commence any work prior to receiving official notification, it does so at its own risk.

jj) 2.36 Georgia Open Records Act

The responses will become part of the City's official files with any obligation on the City's part. Ownership of all data, materials and documentation prepared for and submitted to the City in response to a solicitation, regardless of type, shall belong exclusively to the City and will be considered a record prepared and maintained or received in the course of operation of public office of agency and is subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated 50-18-70, et Seq., unless otherwise provided by law.

kk) **2.37 Debarment and Suspension Requirements**

By submitting a bid, the bidder 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 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 any government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (b); and
- d) Have not within a three-year period preceding this event had one or more public transactions (Federal, State, or local) terminated for cause or default.

The bidder will be verified against the General Service Administration (GSA) debarred list at GSA's website <http://sams.gov>.

ll) **2.38 Period of Non-Communication**

Those intending to respond to this event, their employees, agents, and attorneys, shall not make contact with City Council members, or with City staff outside of the Purchasing Division regarding this event during the bidding process and evaluation phase.

4. **Special Conditions**

a) **3.1 Price Change**

Preference shall be given to the bidder submitting the lowest and best firm price as its bid. Should it be found that due to unusual market conditions, it is in the best interest of the City to accept a price with an escalation clause, the following shall apply:

Unless otherwise specified, prices shall be reviewed no more often than on a quarterly basis.

Cost data to support any proposed increase must be submitted to the Purchasing Department no less than 30 days prior to the effective date of any such requested price increase.

Any adjustment allowed shall consist of verifiable material cost increases which may be passed on to the consumer.

No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.

Bids indicating price in effect at time of shipment will be considered invalid.

b) **3.2 Bonds**

Unless stated otherwise, no bond, certified check, or U.S. Money Order is required.

c) **3.3 City License Requirement**

Contractor must be licensed in the State of Georgia by a governmental entity for which the bidder does the majority of its business.

d) **3.4 Tie Bids**

A tie bid exists when two or more bidders offer, at identical prices, products that meet all specifications, terms, and conditions. In such a situation, the City shall provide two (2) preferences which will be used to resolve tie bids whenever applicable: (1) preference to products sold, manufactured, or produced or services provided by vendors within the City of Savannah, and (2) preference to products sold or offered by bidders/offerors within Chatham County. If these preferences are insufficient to resolve the tie, the following in order of priority may be considered:

- Past performance of the bidders
- Earliest delivery date
- Division of the order
- Closest proximity to delivery site

e) **3.5 Warranty Requirements**

(Check where applicable)

- (A) Provisions of item 2.12 in regards to quality shall apply.
- (B) Warranty required.
- (1.) Standard Warranty shall be offered with bid.
- (2.) Extended Warranty shall be offered with bid.

f) **3.6 Terms of Contract**

(Check where applicable)

- (A) Annual Contract
- (B) One time Purchase.
- (C) Other

Contract Lines			
Item	Item Description	Unit of Measure	Base Cost
107166	Sewer Line - CIP - 8 x 6.0 mm	LF	31.7000
107167	Sewer Line - CIP 10 inch x 7.5	LF	39.7000
107168	Sewer Line - CIP 12 inch x 9mm	LF	58.9000
107169	SEWER LINE - CIP 15 INCH X 11	LF	89.0000
107170	Sewer Line - CIP 18 inch X 13	LF	112.2000
107171	Sewer Line - CIP 24 inch X 15	LF	147.5000
107172	Sewer Line - CIP 30inch X 16.5	LF	219.2000

107173	Sewer Line - CIP 36 inch x 18	LF	265.3000
107174	Sewer Line - CIP 42 inch x 21	LF	313.6000
107175	Sewer Line - CIP 48 inch x 24	LF	404.1000
107176	Sewer Line - CIP 54 inch x 26	LF	456.7000
107177	Sewer Line - CIP 60 inch x 29	LF	563.6000
107178	Service Lateral Reconnection	EA	115.6000
107179	Clean Out Installation	EA	1,060.0000
107180	CIP Mobilization	EA	6,485.0000
107181	Line-Pipe Burst-8 inch<16	LF	67.2000
107182	Pipe Burst 8 inch>16 feet	LF	70.4000
107183	Pipe Burst 10 inch <16 feet	LF	78.2000
107184	Pipe Burst 10 inch >16 feet	LF	84.5000
107185	Pipe Burst 12 Inch <16 feet	LF	78.5000
107186	Pipe Burst 12 inch >16 feet	LF	94.9000
107187	Reconnection <16 feet	EA	2,515.0000
107188	Lateral Reconnection > 16 feet	EA	5,025.0000
107189	Pipe Burst Entry Pit < 16 feet	EA	10,050.0000
107190	Pipe Burst Entry Pit > 16 feet	EA	22,615.0000
107191	Pipe Burst Mobilization	EA	3,395.0000
107192	TV Inspection < 12 inch Pipe	LF	2.1000
107193	TV Inspection > 12 inch Pipe	LF	2.6000
107194	Protruding Tap Removal 8-12	EA	79.3000
107195	Protruding Tap Removal 15-24	EA	79.3000
107196	Cleaning 8 inch lines	LF	2.1000
107197	Cleaning 10 inch lines	LF	2.4000
107198	Cleaning 12 inch lines	LF	2.6000
107199	Cleaning 15 inch lines	LF	2.9000
107200	Cleaning 18 inch lines	LF	3.2000
107201	Cleaning 24 inch lines	LF	3.7000
107202	Cleaning 30 inch lines	LF	4.2000
107203	Cleaning 36 inch lines	LF	5.3000
107204	Cleaning 42 inch lines	LF	6.3000

107205	Cleaning 48 inch lines	LF	6.9000
107206	Cleaning 54 inch lines	LF	7.4000
107207	Cleaning 60 inch lines	LF	10.6000
107208	Mobilization	EA	1,060.0000
107209	Heavy Root Cleaning 8 inch	LF	3.2000
107210	Heavy Root Cleaning 10 inch	LF	3.7000
107211	Heavy Root Cleaning 12 inch	LF	4.2000
107212	Heavy Root Cleaning 15 inch	LF	4.5000
107213	Heavy Root Cleaning 18 inch	LF	4.8000
107214	Heavy Root Cleaning 24 inch	LF	5.3000
107215	Heavy Root Cleaning 30 inch	LF	5.8000
107216	Heavy Root Cleaning 36 inch	LF	6.3000
107217	Heavy Root Cleaning 42 inch	LF	6.9000
107218	Heavy Root Cleaning 48 inch	LF	7.4000
107219	Heavy Root Cleaning 54 inch	LF	7.9000
107220	Heavy Root Cleaning 60 inch	LF	8.5000
107221	Tuberculation Removal <12	LF	5.3000
107222	Tuberculation Removal >12	LF	8.5000

This is notification that you were the successful bidder for furnishing the above items to the City of Savannah for the period referenced above. All items and conditions as set forth in Bid Proposal response will apply.

The contract between the City of Savannah and the contractor shall consist of this document and (1) the original event document and any amendments thereto, and (2) the bid/proposal submitted by the supplier/contractor in response to the event/bid. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the bid/RFP document shall govern. However, the City of Savannah reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the bid/RFP or the contractor's response/submittal. In all other matters not affected by the written clarifications, if any, the bid/RFP shall govern.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this contract. The Contractor and the City of Savannah have executed this contract in duplicate originals, with one original being retained by each party.

Contractor Insituform Technologies, LLC

Diane Partridge
Signature

8/6/18
Date

Diane Partridge
Contracting and Attesting Officer
Printed Name

City

Molly F. Hahn
Signature

August 7, 2018
Date

Molly F. Hahn
Printed Name

Purchasing Director
Title:
City of Savannah

This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

**TRENCHLESS SEWER LINE REHABILITATION AND CONSTRUCTION AND
TELEVISION INSPECTIONS**

EVENT NO. 5937

SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for an annual contract for sewer system trenchless sewer line rehabilitation and construction and televising inspections. The term “sewer” as used in these specifications shall be understood to be inclusive of both sanitary and storm sewers.

Sealed proposals for this event will be received by the City of Savannah in the office of the Purchasing Director, 1375 Chatham Parkway, 2nd floor, Savannah, Georgia 31405 until 1:30PM (EST) on Tuesday, April 10, 2018. The Disadvantaged Business Provisions will be evaluated and those bids found to be in compliance with the Disadvantaged Business Provisions shall be opened and read aloud at 1:30PM EST on Tuesday, April 17, 2018. **Electronic responses will not be accepted for this event.**

Bids shall be submitted in two (2) separate, sealed envelopes. One envelope shall contain the Disadvantaged Business Provisions and shall be clearly marked with the project name, bid number, and Section 01310 Disadvantaged Business 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 Provisions shall be attached to the outside of the bid envelope and delivered to: Purchasing Division 1375 Chatham Parkway, 2nd floor, Savannah, Georgia 31405.

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 attached bid proposal form. Manually submitted bids must be submitted on the bid proposal forms contained in these specifications in order to be considered.

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

- 4.1 Division I: Sewer Inspection and Cleaning

The City’s intent is to develop unit costs for sewer inspection and cleaning to be used for trenchless rehabilitation and televising. The proposed unit costs in this division will be for services in addition to the sewer inspection and cleaning listed in Division II: Sewer Line Reconstruction / Rehabilitation.

- 4.2 Sewer Inspection and Services: The contractor will provide equipment and personnel to perform video recording by closed circuit color televising. This service will require suitable metering devices to be attached to the inspection equipment so that the exact location of the camera within the

pipeline can be noted at all times. Television inspection of pipelines shall be performed by experienced personnel who are trained in locating and assessing pipe deficiencies, infiltration sources and quantities, and service connections. During the televising of the sewer mains, the contractor shall provide audio comment on the video pertaining to the conditions and locations of pipe deficiencies, infiltration sources and service connections. The condition and defects in each line segment will be evaluated in order to rate each segment according to the National Association of Sewer Service Companies' (NASSCO) Pipeline Assessment and Certification (PACP) guidelines. Television inspection reports and videos shall be created using the City's current version of Granite XP, where the required inspection fields match those of the City's, including work order number and the asset feature ID numbers for manholes and sewer main line segments. The contractor shall provide the PACP Exchange Database with the PACP export format version of 4.4 or 6. This data shall be submitted to the City electronically via portable storage devices. All video logs, pre-rehabilitation and post-rehabilitation, shall be submitted with each invoice. Any invoices without complete pre- and post-rehabilitation logs and videos will not be approved for payment until the required logs and videos are submitted.

- 4.2.1 Should any portion of the post-inspection videos be of inadequate quality or coverage, as determined by the City, the contractor will have the portion re-inspected and re-televised at no additional expense to the City.
- 4.2.2 The televising work shall be arranged and conducted so that it can be performed with the least interference to all vehicular and pedestrian traffic. All detours, signage, and/or street closings shall be performed in accordance with the current revision of the City of Savannah manual on Traffic Controls and Temporary Street Construction and Maintenance. All detours around construction must be reviewed and approved by the City. The contractor shall be responsible for providing traffic signs, policing, advertising, etc.
- 4.2.3 The contractor shall carry out its operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering and working in confined spaces and/or near overhead power lines.

4.3 Television Inspection

- 4.3.1 Measurement and Payment: Measurement and payment shall be based on the work required as described in this specification and contract. Payment will be based on a per linear foot basis as measured from the center of manhole to manhole of the televised sewer.
- 4.3.2 A per linear foot unit cost for the televising of sewer mains will be established based on the diameter of the main.
- 4.3.3 The per linear foot unit cost for the televising shall include the expenses for mobilization, wastewater bypassing, traffic control, and all other incidental work not included in the contract bid schedule.
- 4.3.4 The unit cost for televising should not include expenses for sewer main cleaning except for the use of a water jet for camera transport. A separate unit cost for sewer main cleaning will be established in the bid schedule as defined below in this division.
- 4.3.5 Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the actual quantity of work performed. Monthly progress payments will be made based on the work performed during that period. The contractor shall submit (as

defined within these specifications) the required videos, logs along with the invoice for each months completed work.

- 4.3.6 In an effort to define anticipated mobilization costs for this contract, the City intends to initially provide a minimum listing of sewer mains to be televised by the contractor at the initiation of the contract.
- 4.3.7 The contractor will be required to work continuously on the initial listing of work sites until each area has been completed. Time is of the essence in completing the initial listing of sites. The contractor will be required to complete all sites within the duration of the contract.

4.4 Sewer Cleaning Services

- 4.4.1 The contractor will provide suitable equipment and personnel to clean and remove sand, grease, roots, and miscellaneous debris from the sewer mains as identified by the City to allow televising and sewer main rehabilitation / reconstruction to occur effectively. As part of this process the contractor must remove debris materials cleaned from the sections of sewer mains and transported to the dewatering dump pad located on Agonic Road for disposal. Allowing the cleaning debris to migrate into downstream sewer systems will not be allowed.
- 4.4.2 The contractor must exercise caution while operating equipment during sewer cleaning. If sewer backup occurs and enters private property due to the contractor's operation or negligence, the contractor shall be responsible for mitigation of damages including property damage repair or replacement of damaged property at the contractor's expense. The contractor will not receive final payment for work completed as a part of this contract until claims pertaining to private property damage have been resolved.
- 4.4.3 The sewer cleaning work shall be arranged and conducted so that it can be performed with the least interference to all vehicular and pedestrian traffic. All detours, signage, and/or street closings shall be performed in accordance with the current revision of the City of Savannah manual on Traffic Controls and Temporary Street Construction and Maintenance. All detours around construction must be reviewed and approved by the City. The contractor shall be responsible for providing traffic signs, policing, advertising, etc.
- 4.4.4 The cleaning operator shall carry out operations in strict accordance with all applicable OSHA standards. Particular attention should be paid to those safety requirements involving entering and working in confined spaces and or near overhead power lines.
- 4.4.5 Measurement and Payment: Measurement and payment shall be based on the work required as described in these specifications. Payment for sewer cleaning will based on a per linear foot basis as measured from the center of manhole to center of manhole of the cleaned sewer.
- 4.4.6 The per linear foot unit cost for the sewer cleaning services shall include all expenses for mobilization, waste water bypassing, traffic control, bonding, and all other incidental work not included in the contract bid schedule.
- 4.4.7 The proposed unit cost listed in the bid schedule will be based on sewer main and diameter size. For payment purposes, the contractor and the City will evaluate sections of sewer to be cleaned to determine the extent of debris contained in the system prior to the initiation of the cleaning.

4.4.8 The following definition of terms will be utilized for the evaluation of pre-existing conditions for payment purposes:

- Cleaning refers to the removal of sand and/or debris from a section of pipe based on the diameter of pipe (8", 10", 12", 15", or 24") described in the bid schedule.
- Cleaning of sewer lines as part of the overall cleaning process, television process, or rehabilitation process shall not include extra charges for heavy cleaning except for lines which are found to have debris in excess of half (1/2) the diameter of the pipe. This cost will be in lieu of, rather than in addition to, the regular cleaning cost. Lines which meet these criteria must be documented with the City prior to cleaning. This documentation shall be in the form of recent video inspections or onsite inspection by the City's inspector. Extra charges for heavy cleaning, heavy root removal, heavy grease removal, or heavy tuberculation shall be for that section of the pipe involved. For example, if heavy roots are found in two (2) parts of the pipe, charges will be for that section of the pipe which ended in heavy root removal. Another example would be a situation where a section of pipe with a belly in the line holds dirt, the contractor shall charge for heavy cleaning for that section of pipe only.

4.4.9 Payment for the work included in this section will be in accordance with the prices set forth in the bid proposal for the quantity of work performed. Monthly progress payments will be made based on the work performed during that period.

4.4.10 In an effort to define anticipated mobilization costs for this contract, the City intends to provide an initial minimum listing of sewer mains to be cleaned and inspected for rehabilitation by the contractor at the initiation of the contract.

4.4.11 The contractor will be required to work continuously on the initial listing of work sites until each area has been completed. Time is of the essence in completing the initial listing of sites. The contractor will be required to complete all sites within the duration of the contract.

4.5 Division II: Sewer Line Rehabilitation Reconstruction

4.5.1 Trenchless Pipe Reconstruction Alternative I: Sanitary sewer mains refer to the installation of a resin impregnated, cured-in-place pipe within the existing sewer pipe. This process includes requirements to clean and televise sewer mains, line existing mains with a resin impregnated tube, internally reestablish existing sewer service, and perform a television inspection of the completed installation in accordance with contract documents.

4.5.2 Trenchless Pipe Reconstruction Alternative II: Sanitary sewer mains refer to the pipe bursting and lining process. This process includes requirements to rehabilitate existing sanitary sewers by the pipe bursting method which splits the existing pipe while immediately installing a new high density polyethylene (HDPE) pipe, reconnect existing sewer service connecting, and perform television inspection of the completed installation in accordance with the contract documents. Only hydraulically and pneumatically operated equipment will be allowed for this replacement. The HDPE must be of a light color. Black pipe is not allowed.

4.6 Resin Impregnated Cured in Place Pipe

4.6.1 It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube which is formed to the

original conduit by use of a hydrostatic head. The resin is cured using hot water under hydrostatic pressure or steam within the tube. The cured-in-place pipe (CIPP) will be continuous and tight fitting.

- 4.6.2 This specification references ASTM F1216 (rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube), ASTM F1743 (rehabilitation of pipelines by pulled-in-place installation of a cured-in-place thermosetting resin pipe), Modified ASTM D790 (test methods for flexural properties of unreinforced plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.
- 4.6.3 Since sewer products are intended to have a 50-year design life, and in order to minimize the City's risk, only proven products with substantial successful long term track records will be approved.
- 4.6.4 Products and installers seeking approval must meet the following criteria to be deemed commercially acceptable by the City of Savannah.
- A. For a product to be considered commercially acceptable, a minimum of 100,000 linear feet of successful wastewater collection system installations in the U.S. must be documented prior to awarding of contract.
 - B. For an installer to be considered commercially acceptable, the installer must satisfy all insurance, financial, and bonding requirements of the City, and must have had at least two (2) years active experience in the commercial installation of the product bid. In addition, the installer must have successfully installed at least 100,000 linear feet of the product bid in wastewater collection systems. Also, the installer must provide technically competent personnel capable of ensuring that the intended "structural requirements" of the below specifications are adhered to for each proposed installation. The installer will provide qualifications of personnel to be involved in the review of the "structural requirements" of each installation, for this project.
 - C. In addition, the installer shall provide the name and qualifications of the independent testing firm which shall perform the materials and installation testing and inspection as required in these specifications. Acceptable documentation of these minimum installations and qualifications must be submitted to the City as part of the bid.
- 4.6.5 Materials
- A. Tube: The sewn tube shall consist of one (1) or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216 or ASTM F1743, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
 - B. The wet out tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the required thickness.
 - C. The tube shall be sewn to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for

circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be used.

- D. The outside layer of the tube (before wet out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet out) procedure.
- E. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
- F. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color (i.e., green, beige, or any color approved by the City, while no blue pipe shall be accepted), so that a clear detailed examination with closed circuit television inspection equipment may be made.
- G. Seams in the tube shall be stronger than the unseamed felt.
- H. The outside of the tube shall be marked for distance at regular intervals along its entire length, not to exceed five feet (5') Such markings shall include the manufacturer's name or identifying symbol. The tubes must be manufactured in the USA.
- I. Resin: The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.
- J. The contractor shall utilize ASTM F1216, Appendix XI to determine the needed thickness of each installation. As a part of this determination, the contractor shall assume conditions of no bonding to the original pipe wall and ground water at ground surface.
- K. The contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by its company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (tube and resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D-790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Values in excess of 50% will not be applied unless substantiated by qualified third party test data. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in design.
- L. The enhancement factor 'K' to be used in 'partially deteriorated' design conditions shall be assigned a value of seven (7). Application of enhancement (K) factors in excess of seven (7) shall be substantiated through independent test data

- M. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two (2) layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occur during testing or field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
- N. The CIPP shall conform to the structural properties, as listed below.

Minimum Physical Properties

Property	Cured Composite Test Method	Cured Composite per ASTM F1216 (400k Resin)	
Modulus of Elasticity	ASTM D-790(short term)	250,000 PSI	400,000 PSI
	Flexural Stress ASTM D-790	4,500 PSI	4,500 PSI

The required structural CIPP wall thickness shall be based as a minimum, on the above listed Minimum Physical Properties in accordance with the Design Equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	=2.0%
Retention Factor for Long-Term Flexural Modulus to be used in Design (as determined by Long-Term tests as described in above)	=1% - 60%
Ovality*	= 2%
Enhancement Factor, k	= See Section Above
Groundwater Depth (above invert)*	= At Grade
Soil Depth (above crown)*	= 10 Ft.
Soil Modulus**	= 700 psi
Soil Density**	=120 pcf
Live Load*	= None
Design Condition (partially or fully deteriorated)***	= PD

*Denotes information which can be provided here or in inspection video tapes or project multiple line segments may require a table of values.

** Denotes information required only for fully deteriorated design conditions.

*** Based on review of video logs, conditions of pipeline can be fully or partially deteriorated (see ASTM F1216 Appendix).

- O. The contractor shall refer to the attached dimensional ratio table for specific pipe section requirements, based on the pipe condition, depth, ovality, etc. as computed for the conditions shown, using ASTM F 1216 Design Equations.
- P. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

4.6.6 Inspection and Testing Requirements

- A. Chemical Resistance: The proposed CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.
- B. Hydraulic Capacity: Overall, the hydraulic profile shall be maintained as largely as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- C. CIPP Field Samples: The contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These tests results may verify that the CIPP physical properties specified in ASTM F1216 and ASTM F1743 have been achieved in previous field applications. Samples for this project shall be made and tested as described below for each inversion. The contractor shall cut at least a twelve inch (12") sample of the cured liner and provide it to a City of Savannah at the time of the lining process. The sample shall be sent to the laboratory contracted to test the sample. The City of Savannah will package the sample and ship it to the laboratory. The cost to ship these samples will be paid by the contractor by providing a shipping account number to the City of Savannah.
- D. CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM.
- E. Wall thickness of samples shall be determined as described in paragraph 8.16 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the required thickness as calculated in utilizing the design parameters listed under ASTM F1216.
- F. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6

4.6.7 Installation

- A. It shall be the responsibility of the City to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the sewer, the contractor shall institute the actions necessary to do this for the mutually agreed time

period. The City shall also provide access to water hydrants for cleaning, inversion and other work items requiring water. However, the contractor will be required to obtain a back-flow device and a usage meter from the City of Savannah Water Department. The telephone number of the City of Savannah Water Department is (912) 651-6584.

- B. **Cleaning of Sewer Lines:** The contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. Allowing the cleaning debris to migrate into downstream sewer systems without removal will not be permitted. For all debris removed from the sewers during the cleaning operation, the City will provide a dump site at the Agonic Road facility.
- C. The contractor must exercise caution while operating equipment during sewer cleaning. If sewer back-up occurs and enters private property due to the contractor's operation or negligence, the contractor shall be responsible for mitigation of damages including property damage repair, or replacement of damaged property at the contractor's expense. The contractor will not receive final payment for work completed as a part of this contract until claims pertaining to private property damage have been resolved.
- D. **Bypassing Sewage:** The contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the wet-weather flow. The contractor shall also provide adequate back-up in the case of emergencies, and shall continuously monitor bypass operations. The City will require a detail plan of the bypass equipment and procedure to be submitted. The contractor will be responsible for damage and expenses resulting from the failure of maintaining the existing flow.
- E. **Inspection of Pipelines:** Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by close circuit television. The condition and defects of each line segment will be evaluated in order to get each segment to NASSCO PACP guidelines. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. A video and suitable log shall be kept for later reference by the City.
- F. **Line Obstructions:** It shall be the responsibility of the contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion process, and cannot be removed by conventional sewer cleaning equipment, the City shall make a point repair excavation to uncover and remove or repair the obstruction.
- G. The work necessary for the installation of the CIPP shall be arranged and conducted so that it can be performed with the least interference to all vehicular and pedestrian traffic. All detours, signage, and/or street closings shall be performed in accordance with the current revision of the City of Savannah manual on Traffic Controls and Temporary Street Construction and Maintenance. All detours around construction

must be reviewed and approved by the City. The contractor shall be responsible for providing traffic signs, policing, advertising, etc.

- H. The installer shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention should be paid to those safety requirements involving entering and working in confined spaces and overhead power lines.
- I. The contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.
- J. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:
 - Resin Impregnation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To ensure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction.
 - After a vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the installer uses an alternate method of resin impregnation, the method must produce the same results. Any alternate resin impregnation method must be proven.
 - Tube Insertion: The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
 - Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.
 - Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam in accordance with the manufacturer's recommended cure schedule.

4.6.8 Reinstatement of Branch Connections

- A. It is the intent of these specifications that branch connections to buildings be reopened without excavation, utilizing a remote controlled cutting device, monitored by a video TV camera. The contractor shall certify that he has a minimum of two (2) complete working cutters plus spare key components on the site before each inversion. Unless otherwise directed by the City or its authorized representative, all laterals will be reinstated. No additional payment will be made for excavations for

the purpose of reopening connections, and the contractor will be responsible for all costs and liability associated with such excavation and restoration work.

- B. Lateral openings shall be brushed smooth and have no jagged edges. These openings shall conform to the original shape of the opening. Any excess holes in the liner caused by mis-drilling will be repaired by the contractor at the contractor's expense. The method to complete these repairs shall be preapproved by the City. All lateral openings shall not have residual resin left by the CIPP process nor shall the opening be larger than 25% of the original opening (e.g. if the lateral is four inches in diameter, the final opening shall not exceed five inches). If the lateral exceeds this requirement, the contractor shall repair the lateral to its pre-rehabilitation diameter at the contractor's expense.
- C. Construction schedules will be submitted and approved by the City. At no time will any service connection remain inoperative for more than an eight (8) hour period. Any service that will be inoperative for more than eight (8) hours will be temporarily connected to a bypass system. The installer shall notify residents of inoperative service connection and shall be responsible for any damages incurred as a result of said inoperative connection. The contractor shall notify individual property owners at least 48 hours in advance, and provide the time frame of the service connection interruption.
- D. Public Notification: The contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be eight (8) hours for any property served by the sewer. A public notification program shall be implemented, and shall require the contractor to be responsible for contacting each home or business connected to the sanitary sewer and inform them of the work to be conducted, and when the sewer will be offline. The contractor shall also provide the following information.
- Written notice to be delivered to each home or business two (2) days prior to the beginning of work being conducted on a section of sewer. The notice will provide a local telephone number and name of the contractor so residents can call to discuss the project or any problems which could arise.
 - Personal contact will be made with any home or business that cannot be reconnected within the time stated in the written notice.
 - The contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.
 - Clean-outs: The contractor shall install, per City of Savannah specifications, a clean-out on the resident or business owner's lateral. This clean-out shall be necessary in order to monitor or bypass, if necessary, the owner's sewer water during the rehabilitation process. This clean-out shall become a permanent part of the sewer lateral upon completion of the rehabilitation process. Concurrence with the City on which clean-outs need to be installed will be on a case-by-case basis.
- E. If sewer back-up occurs and enters private property due to the contractor's operation or negligence, the contractor shall be responsible for property damage

repair or damage replacement expenses. The contractor will not receive final payment for work completed as a part of this contract until claims pertaining to private property damage have been resolved. If the contractor uses the City's sewer cleaning vendor or a private plumber for damages or services on private property, the invoice for this service will be paid immediately upon presentation by the contractor. If sub-contracted vendor invoices have not been paid when the contractor invoices the City for the correlating line segment, the City will withhold funding from the contractor's invoice.

- F. All work shall be scheduled and started in a timely manner so that all personnel and equipment shall leave the work site no later than 9:00pm. Exceptions to this rule will be work conducted in non-residential areas and shall be approved by the City on a case-by-case basis.

4.6.9 Measurement and Payment - Alternative I

- A. Measurement and payment shall be based on the work required as described in this specification and contract. Payment of CIPP will be made on a per linear foot basis as measured from the center of manhole to center of manhole of the rehabilitated sewer.
- B. A per linear foot unit cost for the CIPP liner at a minimum wall thickness for each sewer main diameter to be rehabilitated will be established. In addition, a per linear foot price to increase the minimum wall thickness for the CIPP liner if pipe conditions or site conditions warrant for each sewer main diameter will be established. The City shall approve all provisions to increase the specified minimum wall thickness.
- C. The per linear foot unit cost for the installation of the CIPP liner shall include all expenses for mobilization, waste water bypassing, traffic control, sewer main cleaning, installation inspection, pre- and post-televising inspections, required testing, bonding, and all incidental work not included in the contract bid schedule. In addition, should a manhole corbel need to be removed for large diameter sewer line rehabilitation, the cost for the removal and replacement of the corbel will be part of the per linear cost for the installation of the CIPP liner. The City of Savannah will incur the cost of repaving of the street should it be needed.
- D. Unit costs for service lateral reconnections necessary as a part of the CIPP installation will be established in the contract bid schedule.
- E. It is possible during the performance of the work that a section of sewer requires a point repair prior to the installation of the CIPP liner. In this event, the City will have the deficient section of sewer main repaired in order for the CIPP liner to be installed. If additional cleaning and/or televising is necessary after the completion of the point repair prior to the installation of the CIPP liner, the City will have the option of providing the additional cleaning and televising or requiring the contractor to perform the additional cleaning and televising at the rates established under Section I in the Bid Schedule.
- F. Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly based on the work performed during that period. The vendor

shall submit the required pre- and post-construction video logs, and laboratory tests results with the invoice for each section of CIPP liner installed. Any line segment on an individual invoice which does not have the required laboratory test results attached to the invoice will be deducted from that invoice. The contractor must resubmit request for payment for that line segment on a later invoice when the test results are submitted.

- 4.6.10 In an effort to define anticipated mobilization costs for this contract, the City intends to initially provide a minimum listing of sewer mains to be lined by the contractor at the initiation of the project.
 - 4.6.11 The contractor will be required to work continuously on the initial listing of work sites. The contractor will be required to complete all sites within the duration of the contract.
 - 4.6.12 The contractor shall furnish all personnel and equipment to perform the required work with satisfactory quality at a rate of progress which will ensure completion in an acceptable time frame. If at any time contractor's personnel appear to the City to be inefficient or are not performing quality work, the City may request that the contractor increase the efficiency, change the personnel or equipment, and the contractor shall conform to the order.
 - 4.6.13 Site maps of the anticipated sewer mains to be included as a part of the contract will be distributed at the pre-bid meeting. However, it should be understood that this package of anticipated sewer mains will not be inclusive of all work to be performed during the duration of the contract. The City reserves the right to include additional areas of work if problematic operational conditions warrant. All invoices shall include a site map with the line segment highlighted and identified. If any invoices are received by the city with no maps included, the invoice will not be processed until referenced maps are submitted.
 - 4.6.14 Upon the contractor's completion of the initial listing, it may be necessary for the contractor to re-mobilize to the City's service area to perform additional work. The vendor will not be required to re-mobilize to the service area more than three times beyond the initial mobilization at the onset of the project.
 - 4.6.15 The contractor shall also be capable of providing crews as needed to complete this work without undue delay, and shall be able to begin work within 21 days from award of the contract.
- 4.7 Pipe Bursting-Lining: Alternative II
- 4.7.1 It is the intent of this specification to provide for the reconstruction of sanitary sewer by pipe bursting of the existing pipe and installation of new HDPE pipe in the place of the existing pipe.
 - A. Since sewer products and installation are intended to have a 50-year design life, and in order to minimize the City's risk, only proven methods and experienced installers with successful long-term track records will be approved.
 - B. Methods and installers seeking approval must meet the following criteria to be deemed commercially acceptable. Documentation pertaining to the vendor's adherence to these criteria shall be submitted with the bid.

1. The approved method for rehabilitation of existing sanitary sewers by pipe bursting and installation of new HDPE is “Grundocrack Pipe Replacement System”, by T. T. Technologies, Inc. or equal.
2. For an installer to be considered commercially acceptable, the installer must satisfy all insurance, financial, and bonding requirements of the City, and must have had at least two (2) years active experience in the commercial installation of the method bid. In addition, the installer must have successfully installed at least 5,000 linear feet of the method bid in wastewater collection systems. Also, the installer must provide qualified technically competent personnel which will perform the work.
3. Personnel performing the polyethylene pipe jointing shall be trained in the use of thermal butt-fusion equipment and recommended methods for new pipe connections. Personnel directly involved with installing the new pipe shall have had training in the proper methods for handling and installing the polyethylene pipe. Training shall be performed by qualified representative.
4. The contractor’s personnel shall be certified by the particular pipe bursting system manufacturer that such firm is a licensed installer of their system.

4.7.2 Materials

- A. Polyethylene plastic pipe shall be HDPE pipe and meet the applicable requirements of ASTM F714, Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter, ASTM D1248, ASTM D3550.
- B. Sizes of the insertions to be used shall be such to renew the sewer to its original or greater than flow capacity.
- C. All pipe shall be made of virgin material. No rework except that obtained from the manufacturer’s own production of the same formulation shall be used.
- D. The pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
- E. Dimension Ratios: The minimum wall thickness of the polyethylene pipe shall meet the following:

Depth of Cover (Feet)	Minimum SDR of Pipe
0-16.0	17
> 16.1	11
- F. Material color shall be white or green unless otherwise authorized by the City.
- G. Certification of material compliance in accordance with the applicable ASTM specification will be provided at the City’s request.

- H. Sewer service connections shall be connected to the new pipe by using “Inserta Tee’s” as manufactured by Fowler Manufacturing Company in Hillsboro, Oregon or equivalent.

4.7.3 Pipe Joining

- A. The polyethylene pipe shall be assembled and joined at the site using the thermal butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures used shall be used in strict compliance with the manufacturer’s recommendations. Fusing shall be accomplished by personnel certified as fusion technicians by a manufacturer of polyethylene pipe and/or fusing equipment.
- B. The butt-fused joint shall have true alignment and shall have uniform roll-back beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to that of the pipe. All joints shall be subject to acceptance by City prior to insertion. All defective joints shall be cut out and replaced at no cost to the City. Any section of the pipe with gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness, or any other defect of manufacturing or handling as determined by the City shall be discarded and not used.
- C. Terminal sections of pipe that are joined within the insertion pit shall be connected with full circle pipe repair clamp. The butt gap between pipe ends shall not exceed one-half inch ($\frac{1}{2}$ ”).

4.7.4 Installation

- A. It shall be the responsibility of the City to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the sewer, the contractor shall institute the actions necessary to do this for the mutually agreed time period.
- B. The work necessary for the pipe bursting-lining shall be arranged and conducted so that it can be performed with least interference to all vehicular and pedestrian traffic. All detours, signage, and/or street closings shall be performed in accordance with the current revision of the City of Savannah manual on Traffic Controls and Temporary Street Construction and Maintenance. All detours around construction must be reviewed and approved by the City. The contractor shall be responsible for providing traffic signs, policing, advertising, etc.
- C. Cleaning of Sewer Lines: The contractor shall remove all internal debris out of the sewer line that will interfere with pipe bursting-lines. The procedure of allowing cleaning debris to mitigate into the downstream sewer systems without removal will not be allowed. For all debris removed from the sewers during the cleaning operation the City will provide a dump site located at the Agonic Road facility. Any

hazardous waste material encountered during this project will be considered as a changed condition.

- D. The contractor must exercise caution while operating equipment to perform the sewer cleaning. If sewer backup occurs and enters private property due to the contractor's operation or negligence, the contractor shall be responsible for property damage repair or damage replacement expenses. The contractor will not receive final payment for work completed as a part of this contract until claims pertaining to private property damage have been resolved.
- E. Bypassing Sewage: The contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the wet-weather flow. The contractor shall also provide adequate backup in the case of emergencies. The contractor shall continuously monitor bypass operations. The City will require a detail plan of the bypass equipment and procedure to be submitted. The contractor will be responsible for damages and expenses resulting in the failure of maintaining the existing flow.
- F. Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television. The condition and defects in each line segment will be evaluated in order to rate each section according to NASSCO PACP guidelines. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the slipliner into the pipelines, and it shall be noted so that these conditions can be corrected. A video and suitable log shall be kept for later reference by the City, and provided with the contractor's request for payment for each section completed.
- G. Line Obstructions: It shall be the responsibility of the contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of the slipliner. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the sliplining process which cannot be removed by conventional sewer cleaning equipment, the contractor shall notify the City who will make a point repair excavation to uncover and remove or repair the obstruction.
- H. The contractor shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention should be paid to those safety requirements involving entering and working in confined spaces and overhead power lines.
- I. Insertion or launching pits shall only be allowed at locations of existing or proposed manholes, unless otherwise approved by the City to minimize impact of existing trees.
- J. Equipment used to perform the work shall be located away from buildings so as to minimize any noise impact. The contractor shall provide silencers or other devices to reduce machine noise as required to meet public relationship requirements.

- K. The contractor shall install all pulleys, rollers, bumpers, alignment control devices, and other equipment required to protect existing manholes, and to protect the pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances will the pipe be stressed beyond its elastic limit.
- L. The installed pipe shall be allowed cooling relaxation due to tensile stressing prior to any reconnection of service lines, sealing of the manhole connection or backfilling of the insertion pit for the manufacturer's recommended amount of time, but not less than four (4) hours. Sufficient excess length of new pipe, but not less than four inches (4"), shall be allowed to protrude into the manhole.
- M. Following the relaxation period, the manhole connection shall be sealed. Sealing shall be made with material approved by the City and shall extend a minimum of eight inches (8") into the manhole wall in such a manner as to form a smooth uniform watertight joint.

4.7.5 Field Testing

- A. After the existing line is completely replaced, the work will be internally inspected with television camera and recorded on videos. The finished tape shall be continuous over the entire length of the sewer between two manholes and to be free from visual defects.
- B. Defects which may affect the integrity or strength of the pipe in the opinion of the City shall be repaired or the pipe replaced at the contractor's expense.
- C. The completed videos will be provided by the contractor along with the request for payment of a completed section.

4.7.6 Reinstatement of Branch Connections

- A. It is the intent of these specifications that service connections to buildings be established by open excavation. Prior to pipe bursting-lining of a section of sewer, all service connections will be located and excavated before pipe insertion to expedite reconnection. Upon commencement, pipe insertion shall be continuous and without interruption from one manhole to another, except as approved by the City. Upon completion of insertion of the new pipe, the contractor shall expedite the reconnection of services.
- B. Construction schedules will be submitted and approved by the City. At no time will any service connection remain inoperative for more than an eight (8) hour period. Any service that will be inoperative for more than eight (8) hours will be temporarily connected to a bypass system. The installer shall notify residents of inoperative service connection and shall be responsible for any damages incurred as a result of said inoperative connection. The contractor shall notify individual property owners at least 48 hours in advance, and provide the time frame of the service connection interruption.
- C. Public Notification: The contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a sewer will be out of service, the maximum amount of time of no service shall be eight (8) hours for any

property served by the sewer. A public notification program shall be implemented and shall require the contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The contractor shall also provide the following information.

- Written notice delivered to each home or business two (2) days prior to the beginning of work being conducted on a section of sewer. The notice will provide a local telephone number and name of the contractor so residents can call to discuss the project or any problems which could arise.
- Personal contact will be made with any home or business which cannot be reconnected within the time stated in the written notice.
- The contractor shall be responsible for confirming the locations of all branch service connections prior to the installation.

D. If sewer back-up occurs and enters private property due to the contractor's operation, negligence, or failure to provide the above listed requirements, the contractor shall be responsible for property damage repair or damage replacement expenses. The contractor will not receive final payment for work completed as a part of this contract until claims pertaining to private property damage have been resolved.

4.7.7 Measurement and Payment

- A. Measurement and payment shall be based on the work required as described in this specification and contract. Payment of pipe bursting-lining will be made on a per linear foot basis as measured from the center of manhole to manhole of the rehabilitated sewer.
- B. A per linear foot unit cost for pipe bursting-lining for each sewer main diameter to be rehabilitated will be established. In addition, a per linear foot price for pipe bursting-lining of each sewer main diameter to be rehabilitated less than 16 feet in depth and greater than 16 feet in depth will be established. Also, unit costs for insertion pits for pipe bursting-lining access will be established for installation less than 16 feet in depth and greater than 16 feet in depth.
- C. The bid schedule will contain unit prices for service lateral reconnections necessary for pipe bursting-lining for installations less than 16 feet in depth and greater than 16 feet in depth.
- D. It is the City's intent to establish an annual contract for the performance of pipe bursting-lining. This pipe bursting-lining will be implemented in applications where the deteriorated conditions or flow capacity concerns of the sewer prevent the practice application of Alternate I, cured in place pipe.
- E. Estimated quantities for the pipe bursting-lining have been developed utilizing past years applications. Due to the "as needed" basis of this application, the City will establish a unit cost for the "mobilization" to perform pipe bursting-lining. Payment for mobilization shall be based on preparatory work and operations to include, but not be limited to, those costs necessary for the movement of personnel, equipment,

supplies, and bonding expenses. The application of the mobilization unit cost can be submitted by the contractor for each work assignment which requires the contractor to travel to the City's service area. Work assignments, as a minimum, will include the location and volume of the work to be performed. The contractor is to notify the City of the completion of each assignment. Work for each assignment will be inspected for acceptance prior to the contractor's forces departing the City's service area. The City reserves the right to modify the scope of a work assignment while it is in progress. The City will not pay for mobilization expenses for the contractor to return to the service area to repair or correct defective work. If the vendor elects to remove his personnel and/or equipment from the service area while work is in progress on a work assignment, the mobilization unit cost provision in for the pipe bursting-lining alternative will not apply.

- F. The unit cost described above and listed under Section 2: Alternative II, pipe bursting-lining, shall include expenses for the contractor's performance of all other incidental work necessary to perform pipe bursting as described in these specifications. These expenses shall include but not be limited to costs for excavation and restoration for insertion pits and lateral reconnections, pre- and post-televising inspections, traffic control, waste water by-passing, insurance, labor, travel, and other required activities.

- 4.7.8 Restoration of Sites for Pipe Bursting: The contractor will be responsible for compaction of lateral and entry pit sites to pre-construction conditions. The City, at its option, will provide compaction tests at no cost to the contractor; however, if the compaction test fails, the contractor will be responsible for re-compaction and additional compaction test costs. Suitable fill materials will be provided by the City if necessary. The City will provide final pavement if necessary. For non-paved sites, restoration will include grass sod.

4.8 Bonding

As this bid requires bid and payment/performance bonds, all original bonds must be submitted manually in sealed opaque envelope, plainly marked with the bid number and equipment, supply and/or service description listed above and mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before 1:30 P.M. (EST) on the date specified as the closing date in the event posting.

(a) US Postal Service Standard Mail Mailing Address: Purchasing Director, Post Office Box 1027, Savannah, Georgia 31402. It is the bidder's responsibility to insure that the bid is delivered to the Purchasing Office prior to the deadline for bids. It is not enough for the bid to be delivered to the Post Office Box. While the City generally collects mail from the post office box once daily, a bidder submitting to the PO Box does so at their own risk.

(b) Hand or Overnight/Express Delivery Address: Purchasing Director, second floor, 1375 Chatham Parkway, Savannah, GA 31405.

Bonds required are as follows:

- [X] (A) Each bidder shall post a bid bond, certified check or money order made payable to the City in the amount of 5% of the bid price. A company check is not acceptable. No bids shall be read or considered without a proper form of security. This bond may be attached to the electronic submission for this bid but an original, signed and notarized bond must be delivered to the Purchasing Office

- (B) No bond, certified check, or U.S. Money Order is required.
- (C) Bidder shall post a payment / performance bond, certified check or money order payable to the City in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet requirements of the contract including timely delivery, performance specifications and warranty requirements. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
- (D) Bidder shall post a performance bond, certified check or money order in the amount of % of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.

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

4.9 Warranty: All work performed under this Contract shall be warranted to be free from defects in material and workmanship for a period of five years from the date of acceptance. If the City determines that the process has failed during the warranty period, the Contractor will perform any and all repairs at no additional cost to the City.

4.10 Original invoices should be sent to:

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

Duplicate invoices should be sent to:

City of Savannah
Sewer Maintenance
230 Agonic Rd
Savannah, GA 31406

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

4.12 The City reserves the right to award this contract in whole or in part, by section and or by alternative. Also, a primary, secondary, and/or tertiary vendor may be awarded if deemed desirable.

4.13 Drug Screening Requirements: The contractor shall not assign or refer any individual, (whether as a contract employee, independent contractor, or in any other capacity), to perform services in any public right of way or at any facility or property owned by the City of Savannah without that individual having completed drug screening in conformance with the Drug Free Workplace Act of 1988. The contractor shall be responsible to ensure that each such drug screening is conducted in

accordance with all applicable laws, including the Drug Free Workplace Act of 1988. Drug screening shall be accomplished by the contractor at no additional cost to the City of Savannah.

- 4.13.1 **Time of Certification:** A Drug Free Workplace Certification shall be submitted to the City of Savannah Risk Management Department and the City of Savannah Purchasing Department prior to the contractor receiving final award of this contract. All drug screens shall be conducted professionally and in a manner designed to produce accurate and complete results. The contractor shall certify in writing whether or not the employees he/she submits are eligible for task assignment to City of Savannah worksites, property and facilities. A contract employee's privilege to work at any City of Savannah property being granted is contingent upon an eligible certification from the contractor.
- 4.13.2 **Time of Drug Screening:** The drug screening shall have been completed not more than thirty (30) business days prior to the date that the contractor submits the certification to the City of Savannah and is good for one (1) calendar year after this date. This certification shall be resubmitted upon any renewal(s) of the contract. The contractor must also certify the existence of a random drug screening program for all employees engaged on City worksites. Additionally, the City of Savannah reserves the right to require the contractor to drug screen any of his employees engaged on City of Savannah worksites at any time during the term of the contract when reasonable suspicion exists that an employee may be under the influence of drugs or alcohol. Drug screening shall be mandatory when the contractor's employees are involved in accidents in which City property is damaged or injuries occur to any person on City of Savannah worksites. All contract employees involved in such accidents shall be immediately drug screened. Failure to comply with these requirements may result in the immediate termination of the remaining portion of the contract and or disbarment of the contractor from participation in future contracts at the sole discretion of the City of Savannah.
- 4.13.3 **Components of Drug Screening Requirements:** The contractor shall ensure professional sample collection in an unobserved, controlled environment. See Attachment 1 for drug screening requirements. The levels of each screened drug are listed in Attachment 1. Samples that return test results in higher amounts than those shown for the listed drugs are considered positive. Contract employees that test positive will not be considered eligible for work at City of Savannah worksites, properties or facilities for the remainder of the contract term.
- 4.13.4 **Form of Certification :** To satisfy the requirements of this Section, the contractor's certification shall be made by a duly authorized representative and agent of the contractor; shall be substantially in the form of the sample certification attached as Appendix A; and shall be provided on the contractor's letterhead.
- 4.13.5 **Positive Results:** In the event that the drug screen of the contractor's employee indicates positive results, the contractor shall promptly notify the City of Savannah Risk Management Department of the employee's ineligibility to work on City of Savannah worksites. The City of Savannah does not consider the contractor's employees or agents that test positive for illegal drugs or alcohol to be eligible for task assignment on City of Savannah work sites. Contract employees who test positive shall not be allowed to work on City of Savannah worksites for the remainder of the contract term or a minimum of (6) six months. A second positive test for any contract employee on subsequent contracts shall result in permanent revocation of contract work privileges on City of Savannah property.

4.13.6 Records: For each employee or agent for whom the contractor provides a certification, the contractor shall retain all reports, records, and documents the contractor obtained or created as part of his effort to comply with this section, (supporting records), for a period of one (1) year from the date of the certification. Upon request by the City of Savannah Risk Management Department, the contractor shall make all such supporting records, whether in computerized format or otherwise, available for review by the City of Savannah for audit purposes, within five (5) business days of such request.

4.14 Insurance and Certificate of Insurance Requirements

4.14.1 Commercial General Liability

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	\$1,000,000 Any One Event
Medical Expenses	\$5,000 Any One Person

4.14.2 Commercial Auto:

Limits: \$1,000,000 Per Occurrence & Aggregate (Minimum)

4.14.3 Workers Compensation & Employers Liability (includes coverage of 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

4.14.4 Commercial Umbrella:

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

4.14.5 Professional Liability:

Occurrence Limit: \$2,000,000

4.14.6 Pollution - \$ 1,000,000 Per Occurrence, \$2,000,000 Aggregate

4.15 Satisfaction of DBE Goals; Good Faith Effort

The City of Savannah has established an **18% DBE goal** for this project.

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

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

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

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

4.16 Hire Savannah Program Participation

- 4.16.1 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.
- 4.16.2 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.
- 4.16.3 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.
- 4.16.4 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.
- 4.16.5 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.
- 4.16.6 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.

4.16.7 If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.

5.0 General Conditions

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

- Bid Proposal Form (as a cover sheet)
- Exception Sheet
- Non-Discrimination Statement
- Proposed Schedule of DBE Participation
- Other submittals as stated

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

5.2 Original invoices should be sent to:

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

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

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

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

EXCEPTION SHEET

Event #5937

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

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title

BID PROPOSAL FORM

(SUBMIT AS THE COVER SHEET)

City of Savannah Purchasing Department
1375 Chatham Parkway
2nd floor
Savannah, Georgia 31405
ATTN: Purchasing Director

EVENT NUMBER: 5937

Business Location: (Check One)
 Chatham County
 City of Savannah
 Other

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

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

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

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

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

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

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

**Do you plan to subcontract any portion of this project? Yes _____ No _____
If yes, please complete the attached schedule of DBE participation. Also complete the schedule if you will be using any DBE suppliers.**

ADDENDA ACKNOWLEDGEMENT

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

Signature

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

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

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Alternative I				
1	Sewer Line – CIP – 8” x 6.0 mm	10,000 LF		
2	Sewer Line – CIP – 10” x 7.5 mm	3,000 LF		
3	Sewer Line – CIP – 12” x 9.0 mm	3,000 LF		
4	Sewer Line – CIP – 15” x 11.0 mm	2,000 LF		
5	Sewer Line – CIP – 18” x 13.0 mm	2,000 LF		
6	Sewer Line – CIP – 24” x 15.0 mm	1,000 LF		
7	Sewer Line – CIP – 30” x 16.5 mm	2,000 LF		
8	Sewer Line – CIP – 36” x 18.0 mm	2,000 LF		
9	Sewer Line – CIP – 42” x 21.0 mm	2,000 LF		
10	Sewer Line – CIP – 48” x 24.0 mm	2,000 LF		
11	Sewer Line – CIP – 54” x 26.0 mm	1,000 LF		
12	Sewer Line – CIP – 60” x 29.0 mm	1,000 LF		
13	Service Lateral Reconnection CIP	600 EA		
14	Clean Out Installation	100 EA		
15	CIP Mobilization	3 EA		
Alternative II				
16	Sewer Line – Pipe Burst – 8” < 16’	2,000 LF		
17	Sewer Line – Pipe Burst – 8” > 16’	500 LF		
18	Sewer Line – Pipe Burst – 10” < 16’	500 LF		
19	Sewer Line – Pipe Burst – 10” > 16’	500 LF		
20	Sewer Line – Pipe Burst – 12” < 16’	500 LF		
21	Sewer Line – Pipe Burst – 12” > 16’	500 LF		
22	Pipe Burst Lateral Reconnection < 16’	50 EA		
23	Pipe Burst Lateral Reconnection > 16’	50 EA		

24	Pipe Burst Entry Pit < 16'	5 EA		
25	Pipe Burst Entry Pit > 16'	5 EA		
26	Pipe Burst Mobilization	3 EA		
Sewer Inspection and Cleaning				
27	TV Inspection < 12" Pipe	10,000 LF		
28	TV Inspection > 12" Pipe	10,000 LF		
29	Protruding Tap Removal 8"-12"	100 EA		
30	Protruding Tap Removal 15"-24"	50 EA		
31	Cleaning 8" Lines	15,000 LF		
32	Cleaning 10" Lines	10,000 LF		
33	Cleaning 12" Lines	10,000 LF		
34	Cleaning 15" Lines	2,000 LF		
35	Cleaning 18" Lines	2,000 LF		
36	Cleaning 24" Lines	2,000 LF		
37	Cleaning 30" Lines	2,000 LF		
38	Cleaning 36" Lines	2,000 LF		
39	Cleaning 42" Lines	2,000 LF		
40	Cleaning 48" Lines	2,000 LF		
41	Cleaning 54" Lines	1,000 LF		
42	Cleaning 60" Lines	1,000 LF		
43	Mobilization	3 EA		
Specialty Cleaning				
44	Heavy Root Cleaning 8" Lines	1,000 LF		
45	Heavy Root Cleaning 10" Lines	1,000 LF		
46	Heavy Root Cleaning 12" Lines	1,000 LF		
47	Heavy Root Cleaning 15" Lines	500 LF		
48	Heavy Root Cleaning 18" Lines	500 LF		
49	Heavy Root Cleaning 24" Lines	500 LF		
50	Heavy Root Cleaning 30" Lines	500 LF		
51	Heavy Root Cleaning 36" Lines	500 LF		
52	Heavy Root Cleaning 42" Lines	500 LF		
53	Heavy Root Cleaning 48" Lines	500 LF		
54	Heavy Root Cleaning 54" Lines	500 LF		
55	Heavy Root Cleaning 60" Lines	500 LF		
56	Tuberculation Removal < 12" Lines	260 LF		
57	Tuberculation Removal > 12" Lines	100 LF		

TOTAL BID \$ _____

PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS

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

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

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

TOTAL NET BID

\$

DO YOU HAVE THE REQUIRED INSURANCE? _____

HAVE YOU INCLUDED THE REQUIRED BONDS? _____

HAVE YOU INCLUDED THE HIRE SAVANNAH FORM? _____

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

Please Print Name

Authorization Signature

Date

NON-DISCRIMINATION STATEMENT

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this company may hereafter obtain and;
- (6) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Signature

Title

DBE SUBCONTRACTOR PAYMENT REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:	
Project Name:		Project Completion Date:	
Prime Contractor:		Period Ending:	Amt. Paid to Prime:
Contact Person:		Telephone#: ()	Fax#: ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO THE CITY OF SAVANNAH OFFICE OF BUSINESS OPPORTUNITY

DBE Subcontractor	Telephone #	Description of Work	Original Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date

Total Amount Paid to Subcontractors to Date:

--

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	Title:	Date:
-------------------	---------------	--------------

Note: The information provided herein is subject to verification by the Office of Business Opportunity.

**OFFICE OF BUSINESS OPPORTUNITY
SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION¹**

EVENT NUMBER:		PROJECT TITLE:			
PRIME CONTRACTOR NAME:		ADDRESS:		PHONE:	FAX:
SUBCONTRACTOR NAME	ADDRESS and PHONE NUMBER	SERVICES/WORK TO BE PERFORMED	DBE ? (Y/N)	SUB-CONTRACT AMT (% OF TOTAL BASE BID)	SUB-CONTRACT AMT (\$)
TOTAL BASE BID²					\$
TOTAL PROPOSED DBE SUBCONTRACTS²					\$
BIDDER'S PROPOSED DBE PARTICIPATION³					%

I hereby certify that the above is a true reflection of proposed subcontracts, and that said firms shall be contracted to work on the trades specified and/or supply materials and/or equipment for this project. I have included a properly executed letter of intent for each DBE firm mentioned in this schedule with our response.

Name and Title of Authorized Representative	Signature	Date

¹Form to be completed and signed by the bidder/offeror; Use additional sheets if necessary.

²To be provided only when the solicitation requires that the bidder/offeror include the dollar amount in its bid.

³Total proposed DBE participation (\$) divided by bidder's total base bid (less any exclusions specifically mentioned in the solicitation), or total of all DBE Participation (%) if dollar amount is not required.



CONTRACTOR AFFIDAVIT AND AGREEMENT
Employment Eligibility Verification

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

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

EEV / Basic Pilot Program* User Identification Number

BY:

Contractor Name

Date

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

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

* * * * *

Instructions for Completing Contractor Affidavit and Agreement Form

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

Affidavit Verifying Status for City of Savannah Benefit Application

By executing this affidavit under oath, as an applicant for a City of Savannah, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

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

OR

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

OR

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

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

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

O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the City are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

Section 01137

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____, 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 ____, 20__.

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 _____.

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 ____, 20__.
(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

_____ BY: _____
As to the Surety Attorney in Fact/Georgia Agent

Section 01205

**CONTRACT BOND
PERFORMANCE**

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

In the presence of:

PRINCIPAL (SEAL)

BY: _____

ATTEST: _____

As to the Principal

Surety

BY: _____(SEAL)
Its Attorney in Fact

As to the Surety

BY: _____
Attorney in Fact/Georgia Resident Agent

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

Section 01210

**CONTRACT BOND
PAYMENT**

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

In the presence of:

_____(SEAL)
PRINCIPAL

BY: _____

As to the Principal ATTEST: _____

Surety

BY: _____(SEAL)
Its Attorney in Fact

As to the Surety Attorney in Fact/Georgia Resident Agent

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

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: _____