ROCKDALE COUNTY, GEORGIA

March 16, 2022

On-Call Contract - Shotcrete and Restorative Services for the Stormwater Department

INVITATION TO BID No. 22-08



ROCKDALE COUNTY FINANCE DEPARTMENT PROCUREMENT DIVISION 958 MILSTEAD AVENUE CONYERS, GA 30012 770-278-7552

INTRODUCTION:

This is an Invitation to Bid (ITB) to establish an On-Call Contract for <u>Shotcrete and Restorative Services for the</u> <u>Stormwater Department</u> in Rockdale County. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this ITB and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at meagan.porch@rockdalecountyga.gov or the following address:

Rockdale County Finance Department Purchasing Division Attn: Meagan Porch 958 Milstead Avenue Conyers, GA 30012 Phone: (770) 278-7557, Fax (770) 278-8910 E-mail: meagan.porch@rockdalecountyga.gov

To maintain a "level playing field", and to assure that all bidders receive the same information, bidders are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the bidder.

BID COPIES FOR EVALUATION:

One (1) hard copy, one (1) original hard copy, and one (1) Flash Drive in Adobe PDF format will be required for review purposes. (Original must be clearly marked "Original" and the Copies clearly marked "Copies."). Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

All bid materials must be completed and enclosed in a sealed envelope prior to submittal. The ITB number must be clearly written on the outside of the envelope. **Incomplete, incorrect, unsealed, unmarked, or improperly submitted bids may be rejected.**

CONTRACT TERM:

One (1) year with the option to renew two (2) additional twelve (12) month terms.

Because this contract contains two (2) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been

approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

DUE DATE:

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, April 7, 2022**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

PRE-BID CONFERENCE:

N/A

QUESTIONS AND CLARIFICATIONS:

All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to <u>meagan.porch@rockdalecountyga.gov</u> or at the above address no later than **2:00 p.m., local time, on Thursday, March 31, 2022.** It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at <u>www.rockdalecountyga.gov</u>, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this ITB will be issued in an addendum and posted to the County's website at <u>www.rockdalecountyga.gov</u> under Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the bidder's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, under Bid Opportunities for any addenda that may be issued, prior to submitting a bid for this ITB.

WARRANTY AND / OR GUARANTY:

The bidder will state below or will furnish a separate letter attachment which fully explains the condition of Warranty and/or Guaranty. If no Warranty and/or Guaranty is applicable, it must be so stated. NOTE: Failure to respond to the requirement of this paragraph may result in the bid being non-responsive.

FOREIGN PRODUCTS:

Rockdale County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that item(s) offered on this bid is/are manufactured/produced in the United States.

	Yes	No
If "No" state place:		
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QUALIFICATIONS OF OFFERORS:

Bidders must have a current business license from their home office jurisdiction and provide a copy of that license with the submittal of their bid response. Rockdale County vendors doing business in Rockdale County must have a current Rockdale County Business License.

Bids from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Bidders are to submit at least **three (3) three references** from projects with similar experience using the materials and process in this Invitation to Bid.

UTILITY SYSTEMS CONTRACTOR'S LICENSE

As required by O.C.G.A. § 43-14-8, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its or its subcontractor's Georgia Utility Systems Contractor's License, Utility Manager's Certificate, and Utility Foreman's Certificate with its Bid. All licenses and certificates must be issued in the name of the person or entity that will perform the utility work. If a subcontractor's Georgia Utility Systems Contractor's License is submitted with the Bid, the subcontractor must be listed as such on appropriate Bidder's Unit Price Form. All licenses and certificates must be current, valid, and issued in compliance with applicable law. Failure to provide this license and necessary certificates in this format may result in the proposed Bid being deemed non-responsive.

ESCALATION CLAUSE:

During the life of the contract, if the successful bidder requests a price increase, the successful bidder shall furnish price lists to the County for his/her increases and those of his/her supplier (e.g. factory) increases, as and if prices are changed. Furnish also a list of his/her supplier's (e.g. factory) prices that had been in effect during bidder's earlier prices; so that County can see the difference. Price change will be in effect only after receipt and approval of one copy of these price lists, (or catalogs), by the Rockdale County Purchasing Department. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) are to be submitted to Purchasing Department, P.O. Box 289, Conyers, GA 30012. All price increases will require Board of Commissioners approval as a change order to the contract.

SILIENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

OPTION TO AUDIT

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year <u>after</u> completion of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted, and compensation made by either party to correct charges.

TORT IMMUNITY:

No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

PROPRIETARY INFORMATION:

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

AWARD OF CONTRACT:

The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee. Rockdale County reserves the right to make no awards, multiple awards, one award for all items; or whatever the County deems to be in its best interest.

QUANTITIES:

The quantities listed in the Bidders Response Schedule are provided as an estimate for bid purposes. The County will not be obligated to quantities beyond actual needs.

SELECTION PROCESS:

The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Purchasing Department and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose bid represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all bids if such action is in the county's interest.

Rockdale County may evaluate bids and award a contract without discussions with offerors. Therefore, the offeror's initial bid should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

INSURANCE:

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages:	Limits of Liability:
Workers' Compensation Employers' Liability Bodily Injury Liability except Automobile Property Damage Liability except Automobile Personal & Advertising Injury Limit Products / Completed Ops. Automobile Bodily Injury Liability Automobile Property Damage Liability	Statutory \$1,000,000.00 \$1,000,000.00 each occurrence \$1,000,000.00 aggregate \$1,000,000.00 aggregate \$1,000,000.00 \$2,000,000.00 aggregate \$1,000,000.00 each person \$1,000,000.00 each occurrence \$1,000,000.00 each occurrence
Property Coverage /Builders Risk Policy	Equal to or greater than the existing building limit if performing renovations.
(If hazardous substances are involved) Contractor's Pollution Liability (with 1 year Each Occurrence Aggregate	extended reporting period) \$1,000,000.00 \$2,000,000.00
Environmental Impairment Liability (with 1 Each Occurrence Aggregate	year extended reporting period) \$1,000,000.00 \$2,000,000.00
General Liability	\$1,000,000.00
Excess Umbrella Liability	\$3,000,000.00
	er(s) acceptable to the County and shall provide for thirty (30) days prior notic t award. Contractor shall deliver to the County a certificate or policy of insura

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Invitation to Bid (ITB) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:

Rockdale County, Georgia 958 Milstead Avenue Conyers, GA 30012

BONDS:

Rockdale County shall request the following for on-call bids in excess of Fifty Thousand Dollars (\$50,000.00).

PERFORMANCE BOND

Upon execution and delivery of the contract, the bidder shall furnish Rockdale County a performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the County. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

PAYMENT BOND

Upon execution and delivery of the contract, the bidder shall furnish Rockdale County a payment bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the County. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

All sureties of bonds for Rockdale County must be licensed to do business in the State of Georgia and must be listed on the Department of Treasury Federal Register.

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this ITB must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the ITB package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

LIQUIDATED DAMAGES

Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$100.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the County and the general public of Rockdale County, Georgia as a result of the failure on the part of the Contractor to complete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

PIGGYBACKING

Rockdale County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

GENERAL INFORMATION:

RECEIPT OF BID:

No bids received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a bid not properly addressed and identified.

WITHDRAWAL OF BID:

A bidder may withdraw his bid before the bid due date, without prejudice to the bidder, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF BID:

Rockdale County may reject any and all bids and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any bid in the proposing procedure. Rockdale County shall be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various bidders.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The bidder may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected. The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

INTEREST OF:

By submitting a bid, the bidder represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to bidders, general conditions, and instructions for bidders, special conditions, specifications, bid, and addenda, if any, will be deemed part of the contract.

GOVERNING LAWS:

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

ERRORS AND OMISSIONS:

The vendor shall not take advantage of any errors or omissions in this Bid Request and shall promptly notify Rockdale County of any omissions or errors found in this document.

STANDARD INSTRUCTIONS:

- 1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
- 2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
- 3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
- 4. The following ITB# 22-08 must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
- All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
- 6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
- 7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
- 8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.
- 9. Telephone, Emailed or Facsimile bids will not be accepted.
- 10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

Federal I.D. #58-6000882 Sales Tax Exempt #58-800068K

- 11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.
- 12. If applicable, warranty information shall be provided.
- 13. Bidders shall state delivery time after receiving order.
- 14. Bidders shall identify any subcontractors and include an explanation of the service or product that they may provide.

BID SPECIFICATIONS:

1. Specifications:

• The work shall consist of furnishing, mixing, applying, and curing shotcrete. Except as otherwise specified, either a dry mix or wet mix process may be used.

2. Material:

- **Portland Cement** shall conform to the requirements of Material Specification 531, Portland Cement, for the specified type.
- Aggregates shall conform to the requirements of Material Specification 522, Aggregates for Portland Cement Concrete, unless otherwise specified. Gradation shall be one of the three options specified by ACI 506R, table 2.1, unless otherwise specified.
- Admixtures, if specified, shall meet the requirements indicated. Nonchlorine chemical admixtures shall conform to ASTM C 494. Air-entraining admixtures shall conform to ASTM C 260. Fly ash or pozzolanic material shall con form to ASTM C 618. Calcium chloride shall conform to ASTM D 98 and shall be in flake or pellet form.
- Water used in mixing or curing shotcrete shall be clean and free from intrusions amounts of oil, salt, acid, alkali, organic matter, or other deleterious substances.
- **Curing** compound shall conform to the requirement of Material Specification 534, Concrete Curing Compound.

3. Strength and Quality:

- The compressive strength of shotcrete at the age of 28 days shall be not less than specified in section 19 of this specification.
- Shotcrete shall be uniform and dense, free from "drummy" areas that indicate laminations, voids, sand pockets, or disbanded material.

4. Consistency:

• The proportion of water added to the mixture shall be accurately controlled to produce thorough and uniform hydration of the shotcrete. The consistency of the shotcrete shall be such that the surface of the shotcrete in place shall have a rich, glossy appearance and that the shotcrete shall adhere to the supporting surface without flowing, slumping, or sloughing. For application to vertical or overhanging surfaces, the mix proportions shall be adjusted so that the placed shotcrete will adhere to a minimum thickness of 0.75 inch without sagging or sloughing. For adjustment of consistency, fly ash or pozzolanic material can be added to the mixture in amounts of no more than 20 percent (by weight) of cement in the mixture.

5. Inspection and Testing:

• Procedures for preparing shotcrete test panels and the testing specimens sawed or cored from panels will be performed in accordance with ASTM Method C 1140. The compression test specimens will be cores taken from the test panels or from the structure.

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- Similar panels not less than 18 inches square and not less than 6 inches thick shall be made periodically as directed by the engineer during the progress of the work.
- Cores taken from the test panels shall receive standard curing in lime-saturated water at 73.4 degrees Fahrenheit plus or minus 3.0 degrees Fahrenheit within 24 hours after removal. Cores shall continue to receive the prescribed initial cure treatment until standard curing is commenced.
- For each strength test, three cores will be tested in compression. The test result will be the average of the strengths of the three specimens except that if one specimen shows manifest evidence of improper sampling, coring, or testing, it will be discarded and the strengths of the remaining two specimens will be averaged. If more than one specimen representing a test shows such defects, the entire test will be discarded.
- The contractor shall furnish the forms and make the required test panels and shall provide such facilities, material, and assistance as may be necessary for curing, handling, and protecting the panels. Test panels shall be cast only when the engineer is present.

6. Nozzle Operator Qualifications:

- The Contractor shall submit a resume for each nozzleman certifying that each has not less than one year's experience for the particular type of shotcrete to be applied. The resume shall include company name, address, and tele phone number, name of supervisor, and detailed description of work performed. All nozzlemen shall be certified in accordance with ACICP-60. Qualifications of additional nozzlemen throughout the job shall be similarly submitted for approval.
- The nozzle operator and application crew members shall be required to meet preconstruction testing requirements administered by the engineer on a test panel or an area. The engineer will carefully observe shooting of the test panel or area and note if the nozzle operator examinee:
 - a) Cleans the shooting surface with air and water before shooting.
 - b) Applies a bonding coat on the shooting surface ahead of the heavier shotcrete applications
 - c) Directs shotcrete application around reinforcement in a manner that prevents buildup on the face of the reinforcement and allows the shotcrete to flow and compact tightly around the back of the reinforcement.
 - d) If applicable, directs the finisher or nozzle helper to cut out any sags, sand, or rebound pockets.
 - e) If applicable and where necessary, directs the finisher or nozzle helper to broom the shotcrete surface before application of additional layers.

7. Measuring Material:

• The proportions of the shotcrete mix shall be controlled on the basis, of the weight of each component material, unless otherwise specified in section 19 of this specification, except that water may be measured by volume. Material shall have the following batch tolerances of the mix proportion weights: Cement, plus, or minus 2 percent; aggregate, plus or minus 4 percent; and admixtures, plus or minus 6 percent. Weighing equipment used shall be accurate to within 0.4 percent of scale capacity.

8. Equipment:

- The contractor shall furnish all equipment necessary for batching, mixing, and placing the shotcrete. The equipment shall meet the following requirements.
- The placing equipment for dry mix shotcrete shall be designed and equipped to receive the dry mix, introduce the mix into a stream of compressed oil free dry air, convey the mix pneumatically through a delivery hose to a nozzle at the point of discharge, inject water under pressure into the suspended stream of dry sand and cement within the nozzle, and spray the resulting shotcrete mix onto the surface of the work at a uniform rate and at a controlled velocity. The placing equipment shall be equipped with accurate gauges to indicate the air pressure and water pressure and with devices capable of accurately controlling the air pressure at any level between 50 pounds per square inch and 80 pounds per square inch, the water pressure at any level between 50 pounds per square inch and 100 pounds per square inch, and the rate of application of water at the nozzle.
- The placing equipment for wet mix shotcrete shall be designed and equipped to receive the shotcrete from the mixer, convey it through a delivery hose to a nozzle at the point of discharge, accelerate it in the nozzle by means of compressed oil-free dry air, and spray it onto the surface of the work. It shall be capable of delivering shotcrete to the nozzle uniformly and continuously and discharging it from the nozzle at a uniform rate and at a controlled velocity sufficient for all parts of the work.
- Batch and continuous mixing equipment shall include a power-driven mixer capable of thoroughly mixing the material at a rate adequate to ensure uniform feeding of the mixture to the placing equipment and a feeding apparatus capable of supplying the mixture to the placing equipment at an adequate and uniform rate.

9. Mixing:

• **Dry mix shotcrete-**The cement and admixtures and other additives (except accelerator) shall be mixed into a pre-dampened homogeneous mass that thoroughly coats the aggregate before being fed through a vibratory screen into the placing equipment. Proper pre-dampening shall be indicated by the ball-in-hand test as follows: When a small amount of mix is tightly squeezed, the resulting ball holds together or cracks slightly, but essentially remains whole. The mix has too little pre-dampening moisture if the ball crumbles into discrete particles when the hand is opened and/or color is light gray. If moisture comes off on the hand, too much pre-dampening moisture is in the mix. The properly pre-dampened dry mix shall be used within 45 minutes after mixing (15 minutes in hot weather conditions where the temperature is over 85 °F). Any

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material that dries out or cakes after mixing shall be wasted. Rebound material shall not be remixed or reused.

- Wet mix shotcrete-Air-entrainment and chemical admixtures may only be used in wet mix concrete. The cement, sand, admixtures (except accelerator), and water shall be thoroughly mixed in the mixer drum sufficiently to produce shotcrete of the required consistency. It must be uniform within each batch and uniform from batch to batch when discharged into the placing equipment. Accelerators, if specified, shall be mixed at the nozzle. Ready mix concrete shall conform to the requirements of ASTM C 94 unless otherwise specified.
- The entire contents of the mixer shall be discharged from the drum before material for a succeeding batch is placed therein. A mix that becomes difficult to pump shall be discarded; otherwise, a batch shall be gunned within 1.5 hours of batching in normal weather and within 45 minutes during hot weather conditions (temperatures over 85 °F). Rebound material shall not be remixed or reused.

10. Forms:

- Forms shall be structurally adequate and of such design that rebound or accumulated loose sand can freely es cape or be readily removed. Shooting strips shall be used at comers, edges, and on the surface where necessary to obtain true lines and proper thickness. Where practicable, ground wires shall be installed as guides to accurately establish the specified contour of the finished surface of shotcrete. Ground wires shall be set and used as guides for templates in forming curved and molded surfaces. When shotcrete is to be placed on a horizontal or sloping surface, headers and ground wires shall be provided to the extent necessary to ensure control of slab thickness.
- Ground wires shall be tightened and kept taut, secure, and true to line and plane during placement of shotcrete and shall be removed when placement is completed.
- Header boards are required where the drawings indicate a square edge and at required joints. Form surfaces shall be thoroughly cleaned, and a form release agent applied before shotcrete is placed.

11. Preparation of Surfaces to Receive Shotcrete:

- All surfaces to receive or support shotcrete shall be carefully prepared and conditioned. All such prepared surfaces shall be inspected and approved by the engineer before the application of shotcrete.
- Earth surfaces to which shotcrete is to be applied shall be firmly compacted and neatly trimmed to line and grade.
- Asphaltic concrete surfaces shall be thoroughly cleaned of any growths, earth, or any other material that would affect bond or be detrimental to the shotcrete.
- Concrete, mortar, or rock surfaces shall be thoroughly cleaned by water blasting or sand blasting to remove all dirt, laitance, weak or unbonded mortar, loose material, Page 14 of 41

grease, or other deleterious substances.

- Surfaces on which the shotcrete is to be placed shall be sufficiently rough to ensure the adherence of the shotcrete. Offsets that would cause an abrupt and substantial change in thickness of the shotcrete shall be removed or tapered.
- All surfaces shall be maintained in a moistened condition for 3 hours before application of shotcrete. Shotcrete shall not be applied to mud, dried earth, uncompacted fill, rebound material, or surfaces on which free water exists unless otherwise specified in section 19. All ice, snow, and frost shall be removed, and the temperature of all sur faces to be in contact with the new shotcrete shall be no colder than 40 degrees Fahrenheit.

12. Placing:

- The contractor shall have all equipment and material required for curing available at the site and ready for use before placement of shotcrete begins. No shotcrete shall be placed except in the presence of the engineer or authorized representative. The contractor shall give reasonable notice to the engineer each time shotcrete placement is scheduled. Such notice shall be far enough in advance to give the engineer adequate time to inspect the surfaces to which the shotcrete is to be applied, the forms, steel reinforcement, and other preparations for compliance with the specifications before the start of placement operations.
- During placement of shotcrete, the air pressure shall be adjusted as required to control rebound and density of shotcrete. For a given application, once the optimum operating pressures have been established, they shall be maintained constantly throughout the application. For dry mix shotcrete, the air pressure at the material outlet or air-inlet on the gun shall be not less than 40 pounds per square inch plus 5 pounds per square inch for each 50 feet of length of the discharge hose greater than 100 feet and 5 pounds per square inch for each 25 feet the nozzle is above the gun (shotcrete delivery equipment). The water pressure at the nozzle shall be not less than 15 pounds per square inch greater than the air pressure at the material outlet or air-inlet on the gun.
- For most applications, the placing nozzle shall be held between 2 and 6 feet from and approximately normal to the surface of the work. At a longer distance the nozzle velocity may need to be increased so that the impact velocity suits the requirements of the application. Comers shall be filled first.
- Shotcrete shall be applied in a single thickness or to a layer thickness no greater than that which will cause sagging, sloughing, or dropout. Sags and sloughs shall be cut out and re-gunned. Replacement shall be accomplished before the previously placed shotcrete has completely set. When shotcrete is placed on a vertical surface, application shall be started at the bottom and be completed at the top.
- In any case when the placing of shotcrete is interrupted for more than 1 hour, the edge of the layer shall be sloped off at an angle of about 45 degrees to the surface being shot, and the sloped part shall be covered with a double layer of 6-ounce

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burlap and kept continuously moist until the application of shotcrete is resumed.

- Before applying new material, the sloped part shall be thoroughly cleaned and wetted by means of an air and water blast or an equally effective method approved by the engineer.
- Material that rebounds and accumulates on forms, subgrade surfaces, or reinforcing steel ahead of the shotcrete being placed shall be removed and discarded.

13. Finishing:

- Rebound material shall be carefully swept off the finished shotcrete surface and discarded before it becomes too hard for removal. After the shotcrete has been placed to the depth required, the surface shall be checked with a straightedge or template and any low spots shall be brought up to grade by placing additional shotcrete. The finished surface of the shotcrete shall be left as a natural gun finish unless screeding or further finishing, or both, are specified in section 19 of this specification.
- When specified, screeding shall be accomplished as follows: Place shotcrete a fraction beyond the guide strips, ground wires, or forms. Allow the surface of the shotcrete to stiffen to the point it will not pull or crack under screeding or troweling. Trim, slice, or scrape excess material to true line and grade and remove the placing guides.
- A natural rod finish shall consist of the removal, by floating, of the impressions left after the guide strips or ground wires have been removed. A natural broom finish shall be that finish resulting from brooming the natural rod finish. A float finish shall be that finish resulting from floating the natural rod finish with a wood or rubber float.

14. Curing:

- Shotcrete shall be prevented from drying for a curing period of at least 7 days after it is placed. The exposed sur face shall be kept continuously moist for the entire period or until curing compound is applied as specified below. Moisture shall be maintained by sprinkling, flooding, or fog spraying, or by covering with continuously moistened canvas, cloth mats, straw, sand, or other approved material. Wood forms left in place during the curing period shall be kept wet. Formed surfaces shall be thoroughly wetted immediately after forms are removed and shall be kept wet until patching and repairs are completed. Water or covering shall be applied in such a way that the shotcrete surface is not eroded or otherwise damaged.
- Water for curing shall be clean and free from any substances that cause discoloration of the shotcrete where the finished surface will be exposed to view. Except as otherwise specified in section 17d of this specification and except for surfaces to which additional shotcrete is to be applied, shotcrete may be coated with curing compound as an alternative to the continued application of moisture.
- The compound shall be sprayed on the moist shotcrete surface as soon as rebound has been removed and any required repairs are completed, or as soon as water curing is

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discontinued.

- The curing compound shall be thoroughly mixed immediately before applied and continuously agitated during ap plication. It shall be applied at a uniform rate of not less than 1 gallon per 100 square feet of surface for natural gun finishes. Curing compound shall be applied in two applications, one in each direction. If a natural rod, broom, or float finish is specified, the curing compound application rate shall be at least 1 gallon per 150 square feet. Curing compound shall not check, crack, or peel, and shall be free from pinholes or other imperfections.
- Curing compound shall not be applied to a subgrade surface or other surfaces requiring bond with subsequently placed shotcrete, such as construction joints, reinforcing steel, and other embedded items. A surface subjected to heavy rainfall or running water within 3 hours after the compound has been applied or a surface damaged by subsequent construction operations during the curing period shall be resprayed in the same manner as for the original applications. A surface covered by the membrane shall not be trafficked unless protected from damage and/or wear.

15. Replacement or Repair:

- When shotcrete lacks uniformity; exhibits segregation, honeycombing, or laminations; or contains dry patches, slugs, voids, or sand pockets, the contractor shall remove and replace the defective shotcrete. The engineer's concurrence in the extent of removal and replacement is required.
- Before starting significant removal and replacement work, the contractor shall obtain the engineer's approval of the plan for making the repair. Such approval shall not be considered a waiver of the contracting officer's or owner's right to require complete removal of defective work if the completed repair does not produce shotcrete of the required quality and appearance. Repair work shall be performed only when the engineer is present. Repair shall be made with shotcrete conforming to this specification. When removal of defective shotcrete is re quired, reinforcement damaged or destroyed shall be replaced before replacement of the shotcrete. At the edges of removed sections, the sound shotcrete shall be carefully trimmed to the extent required to expose sufficient reinforcement for effecting competent splices. The sound shotcrete at the edges of removed sections shall be trimmed to a slope of about 45 degrees with the surface of the work and shall be thoroughly moistened before placement of the new shotcrete.
- Any parts of the work having thickness less than that specified may be repaired by the placement of additional layers of shotcrete if such repair is expressly approved by the engineer.
- The surface to which additional shotcrete is to be applied shall be prepared as required by section 11 of this specification.

• Curing as specified in section 14 of this specification shall be applied to repaired areas immediately after the re pairs are completed.

16. Placing in Cold Weather:

- When the atmospheric temperature may be expected to drop below 40 degrees Fahrenheit at the time shotcrete is placed, or at any time during the curing period, the following provisions shall also apply:
 - a) Shotcrete placement shall be permitted when the air temperature is at least 40 degrees Fahrenheit and rising. Placement shall be discontinued if the temperature falls to 40 degrees Fahrenheit and is expected to continue to fall.
 - b) The temperature of the shotcrete at time of placing shall not be less than 50 degrees Fahrenheit nor more than 90 degrees Fahrenheit. The temperature of neither aggregates nor mixing water shall be more than 100 degrees Fahrenheit just before mixing with the cement.
 - c) When the daily minimum temperature is less than 40 degrees Fahrenheit, shotcrete shall be insulated or housed and heated after placement. The temperature of the shotcrete and air adjacent to the shotcrete shall be maintained at not less than 50 degrees Fahrenheit nor more than 90 degrees Fahrenheit for the duration of the curing period.
 - d) Methods of insulating, housing, and heating the structure shall be in accordance with Standard Specification for Cold Weather Concreting, ACI Standard 306.1.
 - e) The use of accelerators or antifreeze compounds is not allowed unless otherwise specified.
 - f) When dry heat is used to protect shotcrete, means of maintaining an ambient humidity of at least 40 percent shall be provided unless the shotcrete has been coated with curing compound as specified in section 14 of this specification or is covered tightly with an approved impervious material.

17. Placing in Hot Weather:

- The following provisions shall apply when climatic factors, such as high air temperature, reduced relative humidity, and increased wind velocities, are present or conditions are such that the temperature of placed shotcrete exceeds 90 degrees Fahrenheit at or during the first 24 hours after placement:
- The contractor shall maintain the temperature of the shotcrete below 90 degrees Fahrenheit during mixing, conveying, and placing using the methods given in items b, c, and d.
- An exposed shotcrete surface that tends to dry or set too rapidly shall be continuously

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moistened by means of a fog spray or otherwise protected from drying immediately after placement. Shotcrete surfaces exposed to the air shall be covered as soon as the shotcrete has hardened sufficiently and shall be kept continuously wet for at least the first 24 hours of the curing period and for the entire curing period unless curing compound is applied as specified in subsection d. If moist curing is discontinued before the end of the curing period, white pigmented curing compound shall be applied immediately following the procedures specified in section 14 of this specification.

18. Measurement and Payment:

- *Method 1* For items of work for which specific unit prices are established in the contract, the dimensions of the exposed surface of the shotcrete is measured to the neatness shown on the drawings and the surface area is computed to the nearest square foot. Payment is made at the contract unit price for shotcrete. Such payment constitutes full compensation for completion of the work including making and handling test panels, but not including reinforcing steel or other items listed for payment elsewhere in the contract.
- Measurement and payment for furnishing and placing reinforcing steel are made as specified in Construction Specification 34.
- *Method 2* For items of work for which specific unit prices are established in the contract, cement and aggregates used in shotcrete and in authorized test panels are measured by the batch weights of the material charged into the mixer. No deduction is made for normal rebound; however, payment is not made for material wasted because the in-place shotcrete does not conform to the specifications. Payment is made at the contract unit prices for cement and aggregates for shotcrete. Such payment constitutes full compensation for completion of the work including making and handling test panels, but not including reinforcing steel or other items listed for payment elsewhere in the contract.
- Measurement and payment for furnishing and placing reinforcing steel are made as specified in Construction Specification 34.
- *All Methods* The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 19 of this specification.

BID FORM – ITB No. 22-08

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary THE BIDDER SHALL FILL OUT THE ADDITIONAL BID SCHEDULE PAGES IN ITS ENTIRETY AND FILL IN THE TOTAL BID AMOUNT BELOW. THE BID SCHEDULE PAGES SHALL BE ATTACHED TO THIS BID.

Total Bid Amount:

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Vendor Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

BID ITEM TABLE – ITB No. 22-08

Instructions: Complete the below Bid Item Table.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	42-inch arch pipe liner, 2-inch thick, includes wire mesh reinforcement	LF	100	\$	\$
2	48-inch arch pipe liner, 2-inch thick, includes wire mesh reinforcement	LF	100	\$	\$
3	54-inch arch pipe liner, 3-inch thick, includes wire mesh reinforcement	LF	50	\$	\$
4	60-inch arch pipe liner, 3-inch thick, includes wire mesh reinforcement	LF	100	\$	\$
5	48-inch, rnd. liner, 5000 psi, 2-inch thick, includes wire mesh reinforcement	LF	100	\$	\$
6	54-inch, rnd. liner, 5000 psi, 2-inch thick, includes wire mesh reinforcement	LF	50	\$	\$
7	60-inch, rnd. liner, 5000 psi, 2-inch thick, includes wire mesh reinforcement	LF	100	\$	\$

8	66-inch, rnd. liner, 5000 psi, 3-inch thick, includes wire mesh reinforcement	LF	100	\$ \$
9	72-inch, rnd. liner, 5000 psi, 4-inch thick, #4 rebars @ 1ft. oc/ew	LF	100	\$ \$
10	78-inch, rnd. liner, 5000 psi, 4-inch thick, #4 rebars @ 1ft. oc/ew	LF	100	\$ \$
11	84-inch, rnd. liner, 5000 psi, 4-inch thick, #4 rebars @ 1ft. oc/ew	LF	50	\$ \$
12	90-inch, rnd. liner, 5000 psi, 4-inch thick, #4 rebars @ 1ft. oc/ew	LF	50	\$ \$
13	96-inch, rnd. liner, 5000 psi, 4-inch thick, #4 rebars @ 1ft. oc/ew	LF	50	\$ \$
14	3-ft dia. box or manhole seal, 2-inch thick includes wire mesh & fiber reinforcement	VF	400	\$ \$
15	4-ft dia. box or manhole, 3-inch thick includes wire mesh & fiber reinforcement	VF	240	\$ \$

-				1
16	5-ft dia. box or manhole seal, 4-inch thick includes wire mesh & fiber reinforcement	VF	240	\$ \$
17	6-ft dia. box or manhole seal, 5000 psi liner, 4- inch thick, includes #4 rebar @ 1ft. oc/ew	VF	120	\$ \$
18	Pressure Grout voids/3000 psi	СҮ	120	\$ \$
19	New Retaining Walls, 5000 psi, 6- inch thick, includes #5 hort. rebar & #4 vert. rebar @ 6- inch oc/ew	SY	20	\$ \$
20	Aprons & Toe-Walls 5000 psi, 6-inch thick includes #4 rebar @ 1ft. oc/ew	SF	800	\$ \$
21	Seal End & Wing Wall, 2-inch thick 5000 psi mix, includes coverage with wire mesh	SY	200	\$ \$
22	Structural Metal Plate Arch Liner, 5000 psi, 4- inch thick, includes #5 rebar @ 1ft. oc/ew	SY	20	\$ \$
23	Clean all pipes & structures (solid debris removal only)	СҮ	50	\$ \$

24	Ditch Liner, 4-inch thick, 5000 psi with wire mesh reinforcement	SY	100	\$ \$
25	Masonry Box Culvert Liner, 3-inch thick with #4 rebars @ 12- inch oc/ew	SY	20	\$ \$
26	Masonry Box Culvert, 4-inch thick with #5 rebar @ 12- inch oc/ew	SY	20	\$ \$
TOTAL BID AMOUNT \$				
Legend: LF – Linear Feet; VF – Vertical Feet; CY – Cubic Feet; SY – Square Feet; SF – Square Feet				

These quantities are approximate and may be increased or decreased as to any and all units as necessary to complete the construction of said Project without entitling the Contractor to any claim for extra compensation because of any injury, damage or delay he may sustain on account of such increase or decrease. The Contractor shall be entitled to compensation on the foregoing unit prices only on the quantities of materials actually furnished and work actually done as determined and approved in writing by the County through an inspection of the work completed. In no event shall the County be liable for payment in excess of the total Bid amount of \$

_(Insert same "TOTAL BID" figure as

listed on the foregoing page) without proper prior written authorization via Change Order from the County. The Total Bid includes and encompasses the cost of all labor, materials, equipment, tools, supervision, scheduling, safety program, coordination, engineering, testing, surveys, layout, cleanup, and other things and services required to complete the entire Project in strict conformity with the Specifications, the Contract, and all addenda and authorized written clarifications issued prior to the Bid date. Without limitation, the Total Bid also includes all applicable sales and use taxes, fees, temporary lighting, security for the site, heating and cooling, temporary utilities, freight costs, handling costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead, and profit.

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Bidder has examined the site of the proposed Work and all documents comprising the Contract and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract.

No Bid may be revoked or withdrawn until ninety (90) days after the time set for opening the Bids.

If this Bid shall be accepted by ROCKDALE COUNTY and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of the insurance required, as stated in the Instructions to Bidders within ten (10) days from the Notice of Award of the Contract, then the County may at its option, determine that the undersigned abandoned the Contract and thereupon this Bid shall be null and void.

Bidder declares his intent to subcontract the portion of the Work as below stated. Bidder understands and agrees that the use of any Subcontractor not listed below shall be strictly prohibited without prior written approval from the County. (*List names of all subcontractors and the work to be provided by the subcontractor on the lines provided below.*)

Bidder further declares that the full names and residence addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

ROCKDALE COUNTY BOARD OF COMMISSIONERS NON-COLLUSION AFFIDAVIT OF VENDOR

State of)			
County of)			
	, being first of	duly sworn, deposes and says that:	
(1) He/She is	(owner,	, partner officer, representative, or	
agent) of,	the Vendor that has su	ubmitted the attached ITB;	
(2) He/She is fully informed respecting the circumstances respecting such ITB;	preparation and conte	tents of the attached ITB and of all per	tinent
(3) Such ITB is genuine and is not a collusiv	ve or sham ITB;		
 (4) Neither the said Vendor nor any of its officient interest, including this affidavit, has in any we any other Vendor, firm or person to submit a attached ITB has been submitted or refrain free directly or indirectly, sought by agreement of firm or person to fix the price or prices in the cost element of the proposing price or the process element of the proposing price or the process the proposed Contract; and (5) The price or prices quoted in the attack conspiracy, connivance, or unlawful agreement of whether and the proposed contract; and 	ay colluded, conspired, collusive or sham ITB om proposing in connector or collusion or commun- attached ITB or of any oposing price of any oth nt any advantage agains hed ITB are fair and p nent on the part of the	I, connived or agreed, directly or indirectly B in connection with the Contract for while ection with such Contract, or has in any ma unication or conference with any other Ve y other Vendor, or to fix any overhead, pro- her Vendor, or to secure through any colli- nst Rockdale County or any person interest proper and are not tainted by any colli-	y with ch the anner, endor, ofit or usion, sted in usion,
(Signed)			
(Title)			
Subscribed and Sworn to before me this	day of	, 202	
Name			
Title My commission expires (Date)		_	
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ROCKDALE COUNTY BOARD OF COMMISSIONERS NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is_____ (owner, partner officer, representative, or

agent) of ______, the sub-contractor that has submitted the attached ITB;

(2) He/She is fully informed respecting the preparation and contents of the attached ITB and of all pertinent circumstances respecting such ITB;

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached ITB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)		
(Title)		
Subscribed and Sworn to before me this	day of	<u>,</u> 202 <u>.</u> .
Name		
Title My commission expires (Date)		
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Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Contractor Address

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in ____(city), ____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,202__.

NOTARY PUBLIC My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in ____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,202__.

NOTARY PUBLIC My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies it compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor with whom such sub-subcontractor or sub-subcontractor with whom such sub-subcontractor or sub-subcontractor with whom such sub-subcontractor or sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor with whom such sub-subcontractor or sub-subcontractor with whom such sub-subcontractor or sub-subcontractor with whom such sub-subcontractor or sub-subcontractor with sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor or sub-subcontractor with whom such sub-subcontractor with whom such sub-subcontractor with sub-subcontractor to (name of subcontractor or sub-subcontractor with forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attests that its federal work authorizati

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in ____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,202__.

NOTARY PUBLIC
My Commission Expires:_____

Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _______. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or nonimmigrant under the Federal Immigration and Nationality Act 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:

k

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 202__.

Notary Public My commission Expires:

^{*}Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

Performance Bond

STATE OF GEORGIA BOND NO._____

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, ______, as Principal, (hereinafter known as Contractor), and we, ______, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Rockdale County, Georgia for use and benefit of those entitled thereto, in the sum of

Dollars (\$_____) for the payment of which will and truly to be made, in lawful money of the United States of America, we do hereby bind ourselves, successors, assigns, heirs and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS. the said Contractor for the of the Owner has engaged sum (\$) for construction of Rockdale County, Georgia, ITB# : as more fully appears in a written Contract Agreement bearing the date of ______, 2022, a copy of which Contract Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and obligations under the said Contract Agreement hereinbefore referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner any and all outlay and expense which it may incur in making good any such default, and shall correct all defects in products and workmanship appearing within one year of the completion of all Work, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Contract Agreement, or in the Work to be performed there under, or the Specifications accompanying the same shall in any wise affect the obligations under this Contract Agreement or Bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Contract Documents.

This bond is given pursuant to and in accordance with the provisions of <u>O.C.G.A.</u> Section 36-10-1 et. seq. and 36-82-100 et. seq. and all the provisions of the law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this day of , 2022, executed in six counterparts. **CONTRACTOR - PRINCIPAL:**

By:

Name:	
(Please Print) Title:	
Address:	
Phone:	
ATTEST:	
Name:	_
(Please Print) Title:	_ (SEAL)
Note: Attestation for a corporation must be by the for an individual by a notary.	e corporate secretary; for a partnership by another partner;
SURETY:	
By:	_
Name:	_
(Please Print) Title:	_ (SEAL)
WITNESS:	
Name:	_
(Please Print) Title:	_ (SEAL)
	appear on the Treasury Department's most current list transact business in the state where the Project is located.
Resident agent in state in which Work is to be pe	rformed:
By:	
Name:	
(Please Print) Title:	
Address:	
Phone:	
Page	e 33 of 41

Payment Bond

STATE OF GEORGIA

BOND NO._____

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, ______, as Principal, (hereinafter known as Contractor), and we, ______, as Surety, are held and firmly bound unto Rockdale County, Georgia (hereinafter called the Owner), in the penal sum of ______ Dollars (\$______) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract Agreement with said Owner, dated_______, 2022, for construction of Rockdale County, Georgia **ITB#**______

(hereinafter called the Contract), which Contract Agreement and the Contract Documents for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such, that if said Contractor and all subcontractors to whom any portion of the Work provided for in said Contract Agreement is sublet and all assignees of said Contractor and of such subcontractors shall promptly make payments to all persons supplying them with labor, products, services, or supplies for or in the prosecution of the Work provided for in such Contract Agreement, or in any amendment or extension of or addition to said Contract Agreement, and for the payment of reasonable attorney's fees, incurred by the claimant in suits on this Bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this Bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the Work provided for in said Contract Agreement shall have a direct right of action against the Contractor and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the Work provided for in said Contract Agreement is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for its use and benefit against said Contractor and Surety or either party (but not later than one year after the final settlement of said Contract Agreement) in which action such claim or claims shall be adjudicated, and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the ______, as the agent of each party to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.
- (c) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final

settlement of said Contract Agreement.

and 36-82-100 et. seq. hereinafter, and all	ordance with provisions of <u>O.C.G.A.</u> Section 13-10-1 et. seq. the provisions of law referring to this character of Bond as einafter enacted, and these are hereby made a part hereof to
	ereunder affixed its signature and seal, and said Surety has are and seal, by its duly authorized officers, on this parts.
CONTRACTOR - PRINCIPAL: By:	_
Name:	
Address:	
Phone:	-
ATTEST: Name:	_
(Please Print) Title:	(SEAL)
Note: Attestation for a corporation must be by the for an individual by a notary.	corporate secretary; for a partnership by another partner;
SURETY: By:	-
Name:	-
(Please Print) Title:	(SEAL)
WITNESS:	
Name:	-
(Please Print) Title:	(SEAL)
	appear on the Treasury Department's most current list ransact business in the state where the Project is located.
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Resident agent in state in which Work is to be performed
By:
Name:
Title:
Address:
Phone:

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE USE THIS FORM AS NEEDED

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

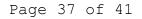
- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. <u>GENERAL BACKGROUND</u>

А.	Current address of contractor:	
B.	Previous Name or address of contractor:	
C.	Current president or CEO and years in position:	
D.	Number of permanent employees:	
E.	Name and address of affiliated companies:	

III. <u>FINANCIAL STATUS</u>

A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:



1. <u>LAST COMPLETE FISCAL YEAR</u>:

A. B. C. D.	Revenues (Gross) Expenditures (Gross) Overhead & Admin (Gross) Profit (Gross)	
YEAR PRIC	<u>DR TO "1" ABOVE</u> :	
A. B. C. D.	Revenues (Gross) Expenditures (Gross) Overhead & Admin (Gross) Profit (Gross)	
YEAR PRIC	DR TO "2" ABOVE:	
A. B. C. D.	Revenues (Gross) Expenditures (Gross) Overhead & Admin (Gross) Profit (Gross)	

B. BANKRUPTCIES

2.

3.

- 1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).
- 2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

C. BONDING

- 1. What is the Contractor's current bonding capacity?
- 2. What is the value of the Contractor's work currently under contract?

IV. <u>COMPANY EXPERIENCE – SIMILAR PROJECTS</u>

A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

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Reference/Project #1: Name and Address:	
Date of Construction/Project:	
Type of Construction/Project:	
Contract Price:	
Owner contact info:	
Architect/Engineer contact info: (if applicable)	
Reference/Project #2: Name and Address:	
Date of Construction/Project:	
Type of Construction/Project:	
Contract Price:	
Owner contact info:	
Architect/Engineer contact info: (if applicable)	
(ii uppricubic)	
Reference/Project #3: Name and Address:	
Date of Construction/Project:	
Type of Construction/Project:	
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Contract Price:	
Owner contact info:	
Architect/Engineer contact info: (if applicable)	
ARBITRATIONS, LITIGAT	TIONS, AND OTHER PROCEEDINGS
Has your company been involved in arbitration demands filed by, or again	

V.

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years?

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years?

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years?

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years?

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

VI. <u>COMMENTS</u>

u	Please list any additional informa- sing the Contractor on this Proj nd Questionnaire.			
-				
-				
complete Question	to the Owner that the inform e. The Owner, or its designation naire. Each entity or reference or its designated representative	ed representative, may ce may make any info	y contact any entity or re	eference listed in this
Contract	or:			
Signature	e		Date	
Fitle				
	and subscribed before me day of			
Signature	;			
Notary Pul	blic			
My Comm	nission Expires:			
My Comm	nission Expires:			