

INVITATION TO BID

BID NO. 15-0119-7

CHEVIS ROAD DROP-OFF CENTER IMPROVEMENT PROJECT

ON-SITE PRE-BID CONFERENCE: 2:00 P.M. DECEMBER 8, 2015

BID OPENING: 2:00 PM, DECEMBER 17, 2015

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER JAMES J. HOLMES

COMMISSIONER LORI L. BRADY

COMMISSIONER TONY CENTER

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST

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

 X GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

 X SURETY REQUIREMENTS (a Bid Bond of 5% with this ITB)

 X PROPOSAL

 PLANS/DRAWINGS

 X BID SCHEDULE

 XPERFORMANCE BOND

 XPAYMENT BOND

 CONTRACT

 X LEGAL NOTICE

 X ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT E. BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION; F. M/WBE COMPLIANCE REPORT; G. SAVE AFFIDAVIT, H. AFFIDAVIT PAYMENT OF CLAIMS.

 X DOCUMENTATION OF ABILITY TO PERFORM BID REQUIREMENTS. THIS MAY BE REQUIRED OF BIDDERS AFTER SUBMISSION OF BIDS.

COUNTY TAX CERTIFICATE REQUIREMENT - Contractor must supply a copy of their Tax Certificate from their location in the State of Georgia, as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER

CITY _____

COUNTY _____

OTHER _____

The Chatham County Board of Commissioners has established goals to increase participation of minority and woman owned businesses. In order to accurately document participation, businesses submitting bids or proposals are encouraged to report ownership status. A minority or woman owned business is defined as a business with at least 51% ownership by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/woman owners. Please check ownership status as applicable:

African-American_____ Asian American_____ Hispanic_____

Native American or Alaskan Indian_____ Woman_____

In the award of Competitive Sealed Proposals, minority/woman participation may be one of several evaluation criteria used in the award process when specified as such in the Request for Proposal.

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S)_____

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

BY:_____

DATE

SIGNATURE

TITLE:_____

COMPANY:_____

CHATHAM COUNTY, GEORGIA

OFFICE OF THE PURCHASING DIRECTOR
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1623

Date: November 17, 2015

BID NO. 15-0119-7

GENERAL INFORMATION FOR INVITATION FOR BID

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Director, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM, December 17, 2015 at which time they will be opened and publicly read. **The County reserves the right to reject all bids that are non-responsive or not responsible.**

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

A **Pre-bid Conference** has been scheduled for **DECEMBER 8, 2105, at 2:00PM, and will be conducted ON-SITE at the Chevis Road Drop-Off Center, 763 Chevis Road, Savannah, Georgia,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **You are encouraged to attend.**

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

Chatham County has an equal opportunity purchasing policy. Chatham County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The terms "disadvantaged business," "minority business enterprise," and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged Business Enterprises Program.

This project IS NOT a Special Purpose Local Option Sales Tax (SPLOST) Project. See paragraph 2.20 for M/WBE participation goals.

SECTION I INSTRUCTIONS TO BIDDERS

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a bid to supply Chatham County with equipment, supplies, and/or services as described herein. All bids are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 **How to Prepare Bids:** All bids shall be:

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

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

1.3 **How to Submit Bids:** All bids shall be:

- a. **An original and duplicate copy must be submitted in a sealed opaque envelope, plainly marked with the bid number and title, date and time of bid opening, and company name.**
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before the time and date specified above.

**Chatham County Purchasing and Contracting
Purchasing Director
1117 Eisenhower Drive
Suite C
Savannah, Georgia 31406**

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

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

- a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2)

days prior to the scheduled pre-bid conference.

- b. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
 - c. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.
- 1.5 **Failure to Bid:** If a bid is not submitted, the business should return this invitation to bid document, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **Bid Tabulation:** Tabulations for all bids will be posted for thirty (30) days after the bid opening in the Office of Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 or can be reviewed on the Purchasing web site 24/48 hours after opening at <http://purchasing.chathamcounty.org>.
- 1.9 **Bidder:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.10 **Responsible / Responsive Bidder:** *Responsible Bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive Bidder* means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
- 1.11 **Compliance with Laws:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with

any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.

- 1.12 **Contractor:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.13 **Local Preference:** On 27 March 1998, the Board of Commissioners adopted a Local Vendor Preference Ordinance. This Ordinance does not apply to construction contracts. However, contractors are encouraged to apply the same method when awarding bids to local and local M/WBE businesses whenever possible in order to promote growth in Chatham County's economy. **NOTE: Local Preference does not apply to Public Works Construction contracts.**
- 1.14 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

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

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

- 1.15 **Performance Evaluation:** On 11 April 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date.

Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Director.

- 1.16 **Payment of Taxes:** No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the

Board of Commissioners on 8 April 1994.

- 1.17 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of Residential and General Contractors by 1 July 2008 :

***Residential - Basic Contractor** (Contractor work relative to detached one-family and two-family residences and one-family townhouses not over three stories in height).

***Residential - Light Commercial Contractor** (Contractor work or activity related to multifamily and multiuse light commercial buildings and structures).

***General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

See "Checklist for Submitting Bid" for the type of license required for this project.

- 1.18 **Immigration:** On 1 July 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. Contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

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

Protection of Resident Workers: Chatham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

- 1.19 **Surcharge:** Unless otherwise stated in this bid, all prices quoted by the contractor/vendor must be F.O.B. Chatham County, Savannah, GA. with all delivery handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of the bid. The County will not pay additional surcharges.

SECTION II GENERAL TERMS, CONDITIONS AND EXCEPTIONS

- 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 County. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, ASTM regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.3 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.4 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.5 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.6 **Guarantee:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.
- 2.7 **Liability Provisions:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from

any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.

- 2.8 **Cancellation of Contract:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.9 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.
- 2.10 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose or restricting competition.
- 2.11 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.
- 2.12 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.
- 2.13 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet,

certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

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

- 2.14 **Chatham County Tax Certificate Requirement:** A current Chatham County Tax Certificate is required unless otherwise specified. Please contact the Building Safety and Regulatory Services at (912) 201-4300 for additional information.

NOTE: No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.

- 2.15 **Insurance Provisions, General:** The selected contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid.
It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.

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

Name of the Producer (Contractor's insurance Broker/Agent).

Companies affording coverage (there may be several).

Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).

A Summary of all current insurance for the insured (includes effective dates of coverage).

A brief description of the operations to be performed, the specific job to be performed, or contract number.

Certificate Holder (This is to always include Chatham County).

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

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

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

2.15.3 Special Requirements:

- a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- b. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- d. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- e. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by

this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the Contract.

- f. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- g. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- h. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

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

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

<u>Minimum Limits:</u>	\$1 million per claim/occurrence
<u>Coverage Requirement:</u>	If claims-made, retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional <u>must state</u> if tail coverage has been purchased and the duration of the coverage.

- b. **Builder's Risk: (For Construction or Installation Contracts)** Covers against insured perils while in the course of construction.

<u>Minimum Limits:</u>	All-Risk coverage equal 100% of contract value
<u>Coverage Requirements:</u>	Occupancy Clause - permits County to use the facility prior to issuance of Notice of Substantial Completion.

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

- 2.17 **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 Chatham County Board of Commissioners, Purchasing Director or his designee. In case of a default on the part of the bidder after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.18 **Notice to Proceed:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Director or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.19 **Payment to Contractors:** Instructions for invoicing the County for products delivered to the County are specified in the contract document.
- a. Questions regarding payment may be directed to the Finance Department at (912) 652-7900 or the County's Project Manager as specified in the contract documents.
 - b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
 - c. Upon completion of the work or delivery of the products, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
 - d. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- 2.20 The Chatham County Board of Commissioners has adopted an aggressive program that establishes goals for minority/woman, small and disadvantaged business participation in construction, professional services, and general procurement.
- a. The Chatham County Board of Commissioners under Georgia law may reject any bid as non-responsive if they feel a bidder did not exercise a Good Faith Effort in obtaining the goal established for M/WBE participation.
 - b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and women owned businesses,

through M/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidders that intend to engage in joint ventures or utilize subcontractors must submit to the County Contracts Administrator, a report on Minority/Women Business Enterprise participation.

Goals established for this project is 12% MBE/ 5% WBE.

c. A Minority/Women Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/women individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.

- 2.21 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBE's. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered nonresponsive.

Each bidder or proposer is required to maintain records of such efforts in detail adequate to permit a determination of compliance with these requirements. All contracts will reflect **Good Faith Efforts** and reporting requirements for the term of the contract. The County particularly urges general contractors to give emphasis to subcontracting with local area firms.

For information on the program or M/WBE contractors/vendors please contact Connell C. Heyward, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7828 phone, (912) 652-7951 fax.

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

Responses to RFP's shall be held confidential from all parties other than the County until after the contract is awarded by the Board of Commissioners.

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

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

- 2.23 **GEORGIA TRADE SECRET ACT of 1990** - In the event a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a Trade Secret. The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.24 **CONTRACTOR RECORDS** -The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up to three (3) years following completion. Again, this is contract specific to the County contracts only.
- 2.25 **EXCEPTIONS**-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Georgia Open Records Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to rebid the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offer or, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offer or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Georgia Open Records Act; however, the bidder, offer or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be

protected and state the reasons why protection is necessary.

- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

2.26 REFERENCES - \$500,000 or more: For bidders to be responsive each must provide information on the most recent five (5) projects with similar scope of work as well as other information to determine experience and qualifications as follows:

- a. Project Name: _____
- Location: _____
- Owner: _____
- Address: _____
- City and State: _____
- Contact: _____
- Phone & Fax: _____
- *Architect or Engineer: _____
- Contact: _____
- Phone & Fax: _____
- b. The awarded bid amount and project start date.
- c. Final cost of project and completion date.
- d. Number of change orders.
- e. Contracted project completion in days.
- f. Project completed on time. Yes___ No___ Days exceeded_____.
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project? If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

\$499,000 and less: Provide references from owners of at least three (3) projects of various sizes. Include government owners if possible. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government. Provide in the format as in (a) above on the attached form.

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

NOTE: FORMS FOR YOU TO FILL OUT FOR YOUR REFERENCES ARE

ATTACHED TO THE BACK OF THIS BID PACKAGE.

**SECTION III
ADDITIONAL CONDITIONS**

- 3.1 **METHOD OF COMPENSATION.** The compensation provided for herein shall include all claims by the CONTRACTOR for all costs incurred by the CONTRACTOR in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount shall be paid to the CONTRACTOR after receipt of the invoice and approval of the amount by the COUNTY. The COUNTY shall make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR's acceptable statement on forms prepared by the CONTRACTOR and approved by the COUNTY.
- 3.2 **SURETY REQUIREMENTS and Bonds:** (Check where applicable)
- X A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.
- X B. Contractor(s) shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
- X C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.
- X D. Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. Performance Bond means a bond with good and sufficient surety or sprites for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. Payment Bond means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
- X E. Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide service

and/or accomplish the work stated and/or specified in this bid proposal for the bid amount.

3.3 AUDITS AND INSPECTIONS:

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

3.4 WARRANTY REQUIREMENTS: (CHECKED WHERE APPLICABLE)

- a. Provisions of item 2.7 apply.
- b. Warranty required.
- X 1. Standard warranty shall be offered with bid.
- 2. Extended warranty shall be offered with bid. The cost of the extended warranty will be listed separately on the bid sheet.

3.5 TERMS OF CONTRACT: (check where applicable):

- a. Annual Contract (With renewal options for four (4) additional one (1) year terms if all parties agree)
- b. One-time Purchase
- X c. Other **ONE TIME CONTRACT**

CONVERSATIONS OR CORRESPONDENCE REGARDING THIS SOLICITATION OR REPORT BETWEEN PROSPECTIVE OFFERORS AND PERSONS OUTSIDE THE CHATHAM COUNTY PURCHASING OFFICE WILL NOT BE CONSIDERED OFFICIAL OR BINDING UNLESS OTHERWISE SPECIFICALLY AUTHORIZED WITHIN THIS DOCUMENT.

The undersigned bidder or proposer certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her bid/proposal are in accordance with all documents contained in this Invitation for Bids/ Proposals package, and that any exception taken thereto may disqualify his/her bid/proposal.

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

This _____ day of _____ 20 ____.

BY _____
SIGNATURE

TITLE

COMPANY

Phone / Fax No.

CHATHAM COUNTY, GEORGIA
SURETY REQUIREMENTS

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

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

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

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

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

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

INVITATION TO BID

SPECIFICATIONS FOR:

BID NO. 15-0119-7

CHEVIS ROAD DROP-OFF CENTER IMPROVEMENT PROJECT

4.1 GENERAL INFORMATION:

Chatham County is soliciting bids from qualified General Contractors to demolish the existing retaining walls and concrete pad and construct new retaining walls and concrete pad at the Chevis Road Landfill. The current retaining walls have begun to fail and are creating a hazard to Citizens using the facility. Work shall include but not be limited to: all supervision, labor, materials, tools, equipment, grading, fill, backfill, compact test and/or any other apparatuses' necessary to remove and/or demolish existing wall and concrete pad and install according to specifications as provided by Harbin Engineering a new concrete retaining wall and concrete pad at the Chevis Road Drop-Off Center located at 763 Chevis Road, Savannah, Georgia. For additional information concerning these specifications, please contact Ms. Robin Maurer, Asst. Purchasing Director, at (912) 790-1623.

Construction inspection services will be conducted by Thomas & Hutton Engineering Company.

The Contractor shall perform concrete quality control testing and provide the necessary results and/or mix design specifications to Thomas & Hutton Engineering testing including, but not necessarily limited to in-place air content test, compaction tests, slump tests, and compressive strength tests as stated in specifications.

Hours of operation for the Chevis Road Drop-Off Center are Tuesday thru Saturday 8:30am – 5:00pm. Site will be available to the Contractor Monday thru Friday 8:30am – 5:00pm, the time of opening can be adjusted to open earlier on these days upon approval of the County Project Manager.

The center will be open during replacement of the retaining walls. The Contractor will build one side of the retaining wall and slab then finish the other side as not to disrupt the normal operation of the center. Contractor will exercise all due caution and be cognizant of citizens accessing the center.

Contractor will be responsible for keeping job site clean, safe and orderly at all times during the construction process. Contractor will provide their own trash container throughout the process, at no time will Contractor be allowed to dispose of their debris at the landfill.

Chatham County will not be responsible for any equipment that is damaged, lost, or stolen

Contractor will be responsible for getting all applicable permits from the Chatham County Building & Safety Department.

Typical sections and plan sheets are included in this ITB. No Additional drawings are available.

This shall be a lump sum contract

Commencement and Completion:

WORK SHALL BEGIN WITHIN TEN (10) DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN 60 CALENDAR DAYS AFTER THE TEN DAY PERIOD.

CHATHAM COUNTY, GEORGIA

BID

BID NO. 15-0119-7

CHEVIS ROAD DROP-OFF CENTER IMPROVEMENT PROJECT

ALL WORK SHALL BE IN ACCORDANCE WITH THE BIDDING AND CONTRACT DOCUMENTS FOR THE FOLLOWING PRICE:

LUMP SUM AMOUNT \$_____

ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG)

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE/FAX NUMBER

LIST OF SUBCONTRACTORS

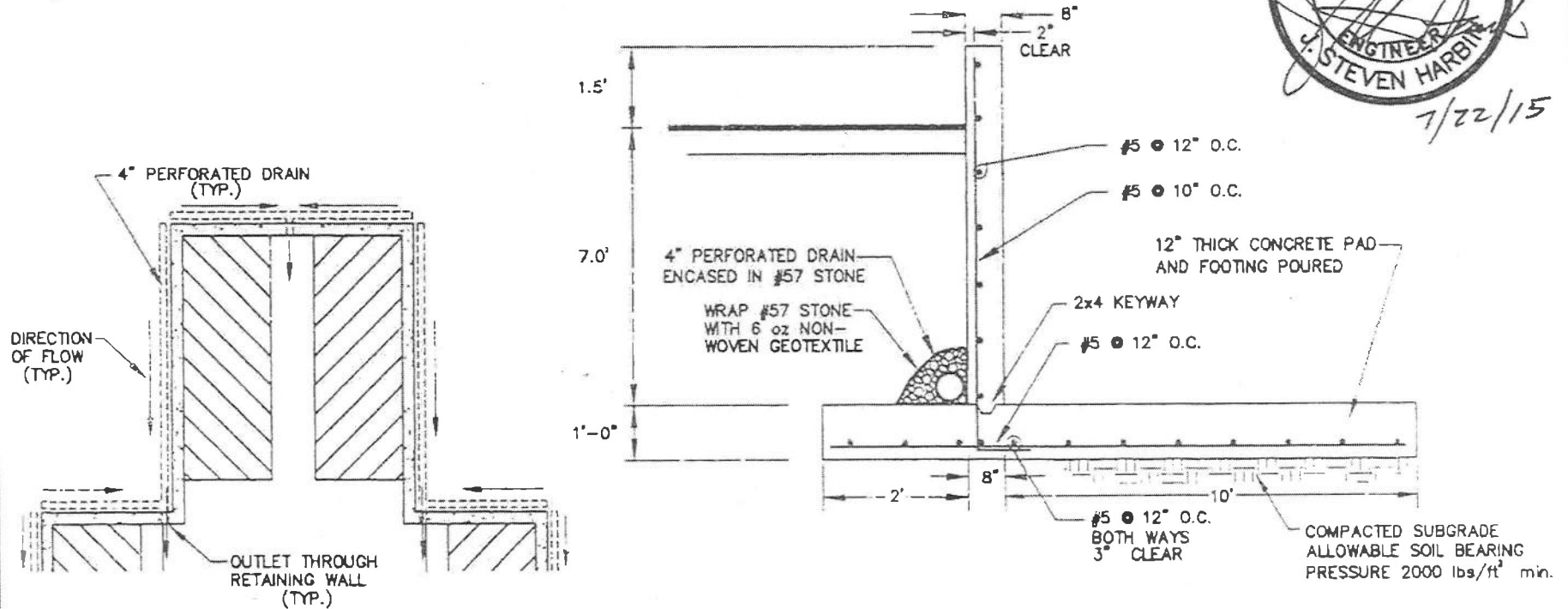
I do _____, do not _____, propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors: **NOTE: M/WBE PARTICIPATION.**

[illegible]

SIGNED: _____
CONTRACTOR



7/22/15



ROLL-OFF CONTAINER DROP-OFF AREA
CONCRETE RETAINING WALL
N.T.S

1 OF 3
DETAIL NO. 1

DETAIL NO. 1

ROLL-OFF CONTAINER DROP-OFF AREA
CONCRETE RETAINING WALL

CHATHAM COUNTY
BOARD OF COMMISSIONERS

CONVENIENCE CENTER IMPROVEMENTS
CHATHAM COUNTY, GEORGIA



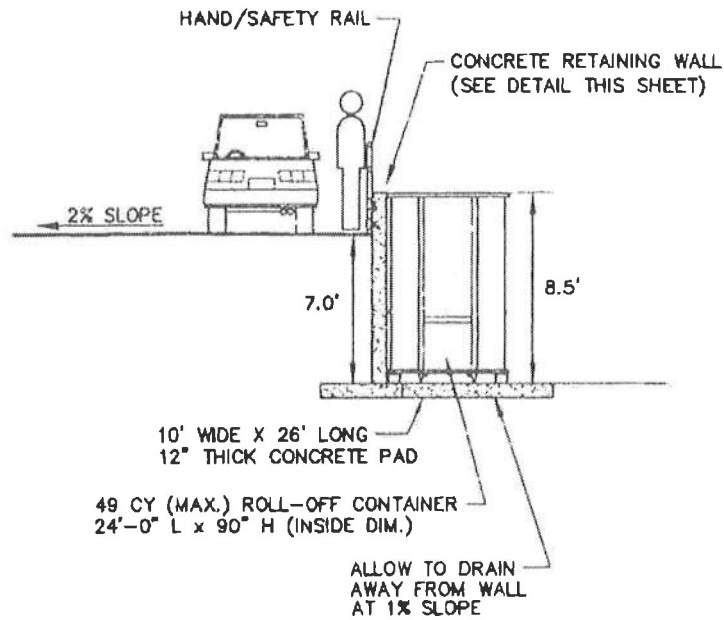
HARBIN ENGINEERING, P.C.
41 West Johnston Street
Forsyth, Georgia 31029

Phone (478) 992-9122

INITIAL SUBMITTAL DATE: 07-17-15

DRAWING: 1705-042 Details.dwg

HE PROJECT NO: 1705-042-01



ROLL-OFF CONTAINER DROP-OFF AREA
ELEVATION VIEW
 (TYP.)



CHATHAM COUNTY
BOARD OF COMMISSIONERS

CONVENIENCE CENTER IMPROVEMENTS
CHATHAM COUNTY, GEORGIA

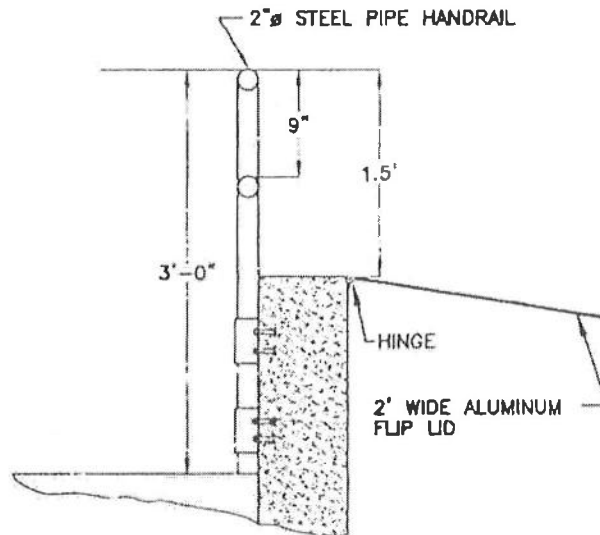
DETAIL NO. 2

ROLL-OFF CONTAINER DROP-OFF AREA
ELEVATION VIEW

DETAIL NO.

2

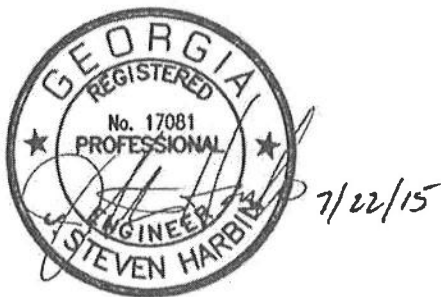
2 OF 3



NOTES:

1. FASTEN VERTICAL PIPES TO CONCRETE WALL WITH SLIP MOUNTS AS INDICATED.
2. A 6' WIDE SECTION OF RAILING SHALL BE REMOVABLE OVER EACH BIN AT LOCATIONS SHOWN ON THE PLAN.
3. RAILING SHALL BE PAINTED TO PREVENT RUSTING.
4. A 2' WIDE ALUMINUM FLIP LID SHALL BE INSTALLED OVER EACH BIN AND ATTACHED TO THE WALL.

HAND/SAFETY RAIL
(TYP.)



CHATHAM COUNTY
BOARD OF COMMISSIONERS

CONVENIENCE CENTER IMPROVEMENTS
CHATHAM COUNTY, GEORGIA

DETAIL NO. 3

HAND / SAFETY RAIL

DETAIL NO.

3

3 OF 3

SECTION NO. 03310

CONCRETE WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Extent of concrete work is shown on drawings.

Fibermesh reinforced concrete shall mean concrete to which is added collated fibrillated polypropylene (CFP) fibers as secondary reinforcement as specified under Reinforcing Materials.

1.02 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions, apply to work of this section.

1.03 QUALITY ASSURANCE

A. Codes and Standards

Comply with provisions of following codes, specifications and standards, except where more stringent requirements are shown or specified:

ACI 301 "Specifications for Structural Concrete for Buildings".

ACI 318 "Building Code Requirements for Reinforced Concrete".

Concrete Reinforcing Steel Institute, "Manual of Standard Practice".

B. Concrete Testing Service

Engage a testing laboratory acceptable to ENGINEER to perform material evaluation tests and to design concrete mixes.

C. Materials and installed work may require testing and retesting, as directed by ENGINEER, at any time during progress of work. Allow free access to material stockpiles and facilities. Tests, including retesting of rejected materials and installed work, shall be done at CONTRACTOR's expense.

1.04 SUBMITTALS

A. Product Data

Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by ENGINEER.

B. Shop Drawings; Reinforcement

Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required and openings through concrete structures.

C. Samples

Submit samples of materials as specified and as otherwise requested by ENGINEER, including names, sources and descriptions.

D. Laboratory Test Reports

Submit laboratory test reports for concrete materials and mix design test as specified.

E. Material Certificates

Provide materials certificates in lieu of materials laboratory test reports when permitted by ENGINEER. Material certificates shall be signed by manufacturer and CONTRACTOR, certifying that each material item complies with, or exceeds, specified requirements.

1.05 MEASUREMENT AND PAYMENT

A. No measurement shall be made for "Concrete Work".

B. Payment for work or products required in this section shall be included in the unit/lump sum price bid in the Proposal for the item to which the work in this section applies.

PART 2 - PRODUCTS

2.01 FORM MATERIALS

A. Forms for Exposed Finish Concrete

Unless otherwise indicated, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.

B. Forms of Unexposed Finish Concrete

Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Form Coatings

Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

2.02 REINFORCING MATERIALS

A. Reinforcing Bars

ASTM A 615, Grade 60, deformed.

B. C.F.P. fibers shall be engineered synthetic fibers made of Polypropylene Fiber with a specific gravity of .90, ignition temperature of 1100 and tensile strength of 80-110 K51. The absorption rate allowed to the fibers is more along with no corrosion or chemical reaction and to be alkali resistant. CFP shall be added at a rate of 1.5 pounds per cubic yard of concrete and to be mixed with the concrete at the batching plant and after all other ingredients have been added. Mix for a minimum of five minutes before making pour. A source of CFP is Fibermesh I as manufactured by Fibermesh Company in Chattanooga, TN.

C. Welded Wire Fabric

ASTM A 185, welded steel wire fabric.

D. Supports for Reinforcement

Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars, and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications, unless otherwise acceptable.

1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

2.03 CONCRETE MATERIALS

A. Portland Cement

ASTM C 150, Type I, unless otherwise acceptable to ENGINEER.

Use one brand of cement throughout project, unless otherwise acceptable to ENGINEER.

B. Normal Weight Aggregates

ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.

For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.

Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to ENGINEER.

C. Water: Drinkable.

D. Air-Entraining Admixture: ASTM C 260.

1. Available Products

Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"Sika Aer"; Sika Corp.

"MB-VR or MB-AE"; Master Builders.

"Dorex AEA"; W. R. Grace.

"Edoco 2001 or 2002"; Edoco Technical Products.

E. Water-Reducing Admixture

ASTM C 494, Type A, and contain not more than 0.1% chloride ions.

1. Available Products

Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"Eucon WR-75"; Euclid Chemical Co.

"Pozzolith 344"; Master Builders.

"Plastocrete 160"; Sika Chemical Corp.

"Chemtard"; Chem-Masters Corp.

F. Water-Reducing, Non-Chloride Accelerator Admixture

ASTM C 494, Type E, and containing not more than 0.1% chloride ions.

1. Available Products

Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"Accelguard 80"; Euclid Chemical Co.

"Pozzolith 500"; Master Builders.

G. Water-Reducing, Retarding Admixture

ASTM C 494, Type D, and contain not more than 0.1% chloride ions.

1. Available Products

Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"Edoco 20006"; Edoco Technical Products.
"Pozzolith 300-R"; Master Builders.
"Eucon Retarder 75"; Euclid Chemical Co.
"Daratard"; W.R. Grace.
"Plastiment"; Sika Chemical Co.

- H. Calcium chloride or admixtures containing more than 0.1% chloride ions are not permitted.

2.04 RELATED MATERIALS

- A. Non-Shrink Grout: CRD-C 621, factory pre-mixed grout.

1. Available Products

Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

Non-metallic

"Masterflow 713"; Master Builders.
"SonogROUT"; Sonneborn-Contech.
"Euco-NS"; Euclid Chemical Co.
"Crystex"; L & M Const. Chemical Co.
"Sure-Grip Grout"; Dayton Superior Corp.
"Horngrout"; A. C. Horn.

- B. Chemical Hardener

Colorless aqueous solution containing a blend of magnesium fluorosilicate and zinc fluorosilicate combined with a wetting agent, containing not less than 2 lbs. of fluorosilicates per gal.

1. Available Products

Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"Surfhard"; Euclid Chemical Co.
"Lapidolith"; Sonneborn-Contech.
"Saniseal"; Master Builders.
"Burk-O-Lith"; The Burk Co.

C. Absorptive Cover

Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.

D. Moisture-Retaining Cover

One of the following, comply with ASTM C 171.

Waterproof paper.
Polyethylene film.
Polyethylene-coated burlap.

E. Bonding Compound

Polyvinyl acetate, or acrylic base, rewettable type.

1. Available Products

Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"J-40 Bonding Agent"; Dayton Superior Corp.
"Weldcrete"; Larsen Products.
"Everbond"; L & M Construction Chemical.
"Euroweld"; Euclid Chemical Co.
"Hornweld"; A. C. Horn.
"Sonocrete"; Sonneborn-Contech.
"Acrylic Bondcrete"; The Burke Co.

F. Epoxy Adhesive

ASTM C 881, two component material suitable for use on dry or damp surfaces. Provide material "Type", "Grade", and "Class" to suit project requirements.

1. Available Products

Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"Epoxite"; A. C. Horn.
"Edoco 2118 Epoxy Adhesive"; Edoco Technical Prod.
"Sikadur Hi-Mod"; Sika Chemical Corp.
"Euco Epoxy 463 or 615"; Euclid Chemical Co.

"Patch and Bond Epoxy"; The Burke Co.
"Sure-Poxy"; Kaufman Products, Inc.

G. Waterstops

Provide flat, dumbbell type waterstops at construction joints and other joints as indicated. Sized to suit joints.

Rubber Waterstops: Corps of ENGINEERs CRD-C 513.

1. Available Products

Subject to compliance with requirements, provide products of one of the following:

The Burke Co.
Progress Unlimited.
Williams Products.
Edoco Technical Products.

H. Moisture Barrier

Provide moisture barrier cover over prepared base material where indicated. Use only materials which are resistant to decay when tested in accordance with ASTM E 154, as follows:

Polyethylene sheet not less than 6 mils thick.

2.05 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method used, use an independent testing facility acceptable to ENGINEER for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to ENGINEER.
- B. Submit written reports to ENGINEER of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by ENGINEER.
- C. Design mixes to provide normal weight concrete with the following properties, as indicated on drawings and schedules:

4000 psi 28-day compressive strength; W/C ratio, 0.46 maximum (air-entrained).

D. Adjustment to Concrete Mixes

Mix design adjustments may be requested by CONTRACTOR when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, at no additional cost to OWNER and as accepted by ENGINEER. Laboratory test data for revised mix design and strength results must be submitted to and accepted by ENGINEER before using in work.

E. Admixtures

Use water-reducing admixture in concrete as required for placement and workability.

Use non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50° F. (10° C).

Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus-or-minus 1½% within following limits:

Concrete structures and slabs exposed to freezing and thawing, deicer chemicals, or subjected to hydraulic pressure:

4.5% (moderate exposure); 6.0% (severe exposure)

1" max. aggregate.

5.0% (moderate exposure); 6.0% (severe exposure)

¾" max. aggregate.

Other Concrete: 3% to 5% air.

Use admixtures for water-reducing and set-control in strict compliance with manufacturer's directions.

F. Water-Cement Ratio

Provide concrete for following conditions with maximum water-cement (WC) ratios as follows:

Subjected to freezing and thawing: WC 0.46.

G. Slump Limits

Proportion and design mixes to result in concrete slump at point of placement as follows:

3.04 INSTALLATION OF EMBEDDED ITEMS

A. General

Set and build into work anchorage devices and other embedded items required for the lateral support of window mullions and for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto.

B. Edge Forms and Screed Strips for Slabs

Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compaction type screeds.

3.05 Preparation of Form Surfaces

Clean re-used form surfaces of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.

Coat Contact surfaces of forms with a form-coating compound before reinforcement is placed.

Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.06 CONCRETE PLACEMENT

A. Preplacement Inspection

Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.

- B. Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.

C. General

Comply with ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", and as herein specified.

Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

D. Placing Concrete in Forms

Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

- E. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.

- F. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least six (6) inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

G. Placing Concrete Slabs

Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

- H. Consolidate concrete during placing operation so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.

- I. Bring slab surfaces to correct level with straight-edged and strikeoff. Use bull floats or darbies to smooth surfaces prior to beginning finishing operations.

J. Maintain reinforcing in proper position during concrete placement operations.

K. Cold Weather Placing

Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.

When air temperature has fallen to or is expected to fall below 40°F (4°C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50°F (10°C) and not more than 80°F (27°C) at point of placement.

L. Do not use calcium chloride, salt and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted mix designs.

M. Hot Weather Placing

When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

N. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F (32°C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is CONTRACTOR's option.

O. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.

Fog spray forms, reinforcing steel and subgrade just before concrete is placed.

P. Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity or other adverse placing conditions.

3.07. FINISH OF FORMED SURFACES

A. Rough Form Finish

For formed concrete surfaces not exposed-to-view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and

patched and fins and other projections exceeding $\frac{1}{4}$ " in height rubbed down or chipped off.

B. Smooth Form Finish

For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, painting, or other similar system. This is as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed.

C. Smooth Rubbed Finish

Provide smooth rubbed finish to scheduled concrete surfaces, which have received smooth form finish treatment, no later than one day after form removal.

Moisten concrete surfaces and rub with carborundum brick or other abrasive until a uniform color and texture is produced. Do not apply cement grout other than that created by the rubbing process.

D. Related Unformed Surfaces

At tops of walls, horizontal offsets and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.08 MONOLITHIC SLAB FINISHES

A. Scratch Finish

Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.

After placing slabs, plane surface so that depressions between high spots do not exceed $\frac{1}{2}$ " under a 10' straightedge. After leveling, roughen surface before final set, with stiff brushes, brooms, or rakes.

B. Float Finish

Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.

After screening, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface plane, so that depressions between high spots do not exceed 5/16" under a 10' straightedge. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

C. Trowel Finish

Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint or other thin film finish coating system.

After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a level surface plane so that depressions between high spots do not exceed 1/4" under a 10' straightedge. Grind smooth surface defects which would telegraph through applied floor covering system.

D. Trowel and Fine Broom Finish

Where ceramic or quarry tile is to be installed with thin-set mortar, apply trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming.

E. Non-Slip Broom Finish

Apply non-slip broom finish to exterior concrete platforms, steps and ramps, and elsewhere as indicated.

Soon after float finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with ENGINEER before application.

F. Chemical-Hardener Finish

Apply chemical-hardener finish to interior concrete floors where indicated. Apply liquid chemical-hardener after complete curing and drying of the concrete surface. Dilute liquid hardener with water (parts of hardener/water as follows), and apply in three (3) coats; first coat, $\frac{1}{3}$ -strength; second coat, $\frac{1}{2}$ -strength; third coat, $\frac{2}{3}$ strength. Evenly apply each coat, and allow 24 hours for drying between coats.

Apply proprietary chemical hardeners, in accordance with manufacturer's printed instructions.

After final coat of chemical-hardener solution is applied and dried, remove surplus hardener by scrubbing and mopping with water.

3.09 CONCRETE CURING AND PROTECTION

A. General

Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than seven days.

Begin final curing procedures immediately following initial curing and before concrete has dried.

Continue final curing for at least seven (7) days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

B. Curing Methods

Perform curing of concrete by curing and sealing compound, by moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified.

C. Provide moisture curing by following methods.

Keep concrete surface continuously wet by covering with water.

Continuous water-fog spray.

Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with four (4) inch lap over adjacent absorptive covers.

D. Provide moisture-cover curing as follows:

Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least three (3) inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

E. Provide curing and sealing compound to interior slabs with resilient flooring, carpet over cushion, or left exposed; and to exterior slabs, walks, and curbs, as follows:

Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within two (2) hours). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within three (3) hours after initial application. Maintain continuity of coating and repair damage during curing period.

Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete, liquid floor hardener, waterproofing, dampproofing, membrane roofing, flooring, (such as ceramic or quarry tile, glue-down carpet), painting, and other coatings and finish materials, unless otherwise acceptable to ENGINEER.

F. Curing Formed Surfaces

Cure formed concrete surfaces, including undersides of beams, supported slabs and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

G. Curing Unformed Surfaces

Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of appropriate curing method.

Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise directed.

H. Sealer and Dustproofer

Apply a second coat of specified curing and sealing compound only to surfaces given a first coat.

3.10 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50°F (10°C) for 24 hours after placing concrete, provide concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

3.11 RE-USE OF FORMS

Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated or otherwise damage form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.

When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to ENGINEER.

3.12. MISCELLANEOUS CONCRETE ITEMS

A. Filling-In

Fill in holes and opening left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

B. Curbs

Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners intersections and terminations slightly rounded.

C. Equipment Bases and Foundations

Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevation, complying

with certified diagrams or templates of manufacturer furnishing machines and equipment.

- D. Grout base plates and foundations as indicated, using specified non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated.

- E. Steel Pan Stairs

Provide concrete fill for steel pan stair treads and landings and associated items. Cast-in safety inserts and accessories as shown on drawings. Screed, tamp, and finish concrete surfaces as scheduled.

- F. Reinforced Masonry

Provide concrete grout for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

3.13 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas

Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to ENGINEER.

Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.

- B. For exposed-to-view surfaces, blend white portland cement and standard portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

- C. Repair of Formed Surfaces

Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of ENGINEER. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by

cleaning. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.

- D. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.

- E. Repair of Unformed Surfaces

Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having required slope.

- F. Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
- G. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
- H. Correct low areas in unformed surfaces during, or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to ENGINEER.
- I. Repair defective areas, except random cracks and single holes not exceeding one (1) inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least $\frac{3}{4}$ " clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact and finish to blend with adjacent finish concrete. Cure in same manner as adjacent concrete.
- J. Repair isolated random cracks and single holes not over one (1) inch in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, compound. Mix dry-pack, consisting of one part portland cement to $2\frac{1}{2}$ parts fine aggregate passing a No.16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in-place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.

- K. Perform structural repairs with prior approval of ENGINEER for method and procedure, using specified epoxy adhesive and mortar.
- L. Repair methods not specified above may be used, subject to acceptance of ENGINEER.

3.14 QUALITY CONTROL TESTING DURING CONSTRUCTION

The OWNER will employ a testing laboratory to perform tests and to submit test reports.

Sampling and testing for quality control during placement of concrete may include the following, as directed by ENGINEER.

A. Sampling Fresh Concrete

ASTM C 172, except modified for slump to comply with ASTM C 94.

1. Slump

ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.

2. Air Content

ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.

3. Concrete Temperature

Test hourly when air temperature is 40°F (4°C) and below, and when 80°F (27°C) and above; and each time a set of compression test specimens are made.

4. Compression Test Specimen

ASTM C 31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.

5. Compressive Strength Tests

ASTM C 39; one set for each day's pour exceeding 5 cu. yds. plus additional sets for each 50 cu. yds. over and above the first 25 cu. yds. of each concrete class placed in any one day; one specimen tested at 7 days, one specimen

tested at 28 days, and one specimen retained in reserve for later testing if required.

When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.

- B. Test results will be reported in writing to ENGINEER and CONTRACTOR within 24 hours that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day tests and 28-day tests.

- C. Nondestructive Testing

Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.

- D. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by ENGINEER. Testing service, may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. CONTRACTOR shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

---END OF SECTION---

ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

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

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

_____ (CONTRACTOR) certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **CHEVIS ROAD DROP-OFF CENTER IMPROVEMENT PROJECT** PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We), _____
Name

_____, _____
Title Name of Bidder
(herein after Company) in consideration of the privilege to bid/or propose on the following
Chatham County project procurement **CHEVIS ROAD DROP-OFF CENTER**
IMPROVEMENT PROJECT

hereby consent, covenant and agree as follows:

- (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 the bid submitted to Chatham County or the performance of the 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 with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

ATTACHMENT C
DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that

Company Name _____

the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

DPC Form #45

ATTACHMENT D

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 CHATHAM COUNTY 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

Name of Project

Name of Public Employer

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

Executed on _____, ___, 20__ 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 _____, 20__.

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 CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned 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 will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 20__ 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 _____, 20__.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT E

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education of local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification - the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT Mod. CC P & C 6/2005

ATTACHMENT F

Chatham County
Minority and Women Business Enterprise Program
M/WBE Participation Report

Name of Bidder: _____

Name of Project: _____

Bid No: _____

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total _____

WBE Total _____%

M/WBE Combined _____%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature _____ Print _____

Phone () _____

Fax () _____

ATTACHMENT G

Systematic Alien Verification for Entitlements (SAVE) Affidavit Verifying Status for Chatham County Benefit Application

By executing this affidavit under oath, as an applicant for a Chatham County, 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 Chatham County 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 non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

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:

ATTACHMENT H
AFFIDAVIT OF PAYMENT OF CLAIMS
(This form shall be submitted with all pay requests)

_____, 20_____, appeared before me, _____, a
Notary Public, in and for Chatham County, and being by me first duly sworn states that all
subcontractors and suppliers of labor and materials have been paid all sums due them to date for
work performed or material furnished in the performance of the contract between:

Board of Commissioners of Chatham County (OWNER) and

_____, (CONTRACTOR), dated _____,

20_____, for the construction of _____.
(Name of Project)

Project No. _____

BY: _____

TITLE: _____

DATE: _____

SEAL OF CONTRACTOR

(If a Corporation)

Subscribed and sworn to before

_____ day of _____,

20_____. My commission expires on the

_____ day of _____,

20_____.

NOTARY PUBLIC

(NOTARY SEAL)

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

NOTE: All of the following items must be submitted with your Bid to be considered "responsive."

1. ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (Page 3 of ITB).
2. SURETY REQUIREMENTS SHEET FILLED OUT (Page 21 of ITB).
3. **ORIGINAL SURETY BOND (5% OF BID)**
4. BID SHEET COMPLETELY FILLED OUT AND SIGNED.
5. **LIST OF SUBCONTRACTORS SHEET FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.**
6. **% TO MBE SUBCONTRACTORS/SUPPLIERS SHEET COMPLETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO MBE/WBE SUBCONTRACTORS/SUPPLIERS.**
7. **REFERENCES:** Supply ALL the information that is requested for each Reference. NOTE: *Forms for Reference Information are attached to this Bid Package.*
8. **ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG).**
9. **COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE ITB (Attachments A thru H).**
10. **SUBMIT A COPY OF YOUR BUSINESS TAX CERTIFICATE.**
11. **SUBMIT A COPY OF YOUR GENERAL CONTRACTOR'S LICENSE.**

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

REFERENCE #1

\$499,000 and less: Provide references from owners of at least three (3) projects of various sizes. Include government owners if possible. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government. Provide in the format as in (a) above on the attached form.

a. Project Name: _____

Location: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone & Fax: _____

*Architect or Engineer: _____

Contact: _____

Phone & Fax: _____

- b. The awarded bid amount and project start date.
- c. Final cost of project and completion date.
- d. Number of change orders.
- e. Contracted project completion in days.
- f. Project completed on time. Yes____ No____ Days exceeded_____.
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project? If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

REFERENCE #2

\$499,000 and less: Provide references from owners of at least three (3) projects of various sizes. Include government owners if possible. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government. Provide in the format as in (a) above on the attached form.

a. Project Name: _____

Location: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone & Fax: _____

*Architect or Engineer: _____

Contact: _____

Phone & Fax: _____

- b. The awarded bid amount and project start date.
- c. Final cost of project and completion date.
- d. Number of change orders.
- e. Contracted project completion in days.
- f. Project completed on time. Yes___ No___ Days exceeded_____.
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project? If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

REFERENCE #3

\$499,000 and less: Provide references from owners of at least three (3) projects of various sizes. Include government owners if possible. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government. Provide in the format as in (a) above on the attached form.

a. Project Name: _____

Location: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone & Fax: _____

*Architect or Engineer: _____

Contact: _____

Phone & Fax: _____

- b. The awarded bid amount and project start date.
- c. Final cost of project and completion date.
- d. Number of change orders.
- e. Contracted project completion in days.
- f. Project completed on time. Yes___ No___ Days exceeded_____.
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project? If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

LEGAL NOTICE
CC NO. 166318
Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **December 17, 2015** and publicly opened in the **Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406**, for: **BID NO : 15-0119-7- CHEVIS ROAD DROP-OFF CENTER IMPROVEMENT PROJECT.**

PRE-BID CONFERENCE: Conference will be held **ON-SITE at THE CHATHAM COUNTY CHEVIS ROAD DROP-OFF CENTER, 763 Chevis Road, Savannah, Georgia on December 8, 2015 at 2:00 P.M.**
You are encouraged to attend.

The Bid Package can be downloaded and printed from the County Purchasing and Contracting website
<http://purchasing.chathamcounty.org>.

All firms requesting to do business with Chatham County must also register on-line at
<http://purchasing.chathamcounty.org>. For additional information concerning specifications, please contact Robin Maurer at (912) 790-1623.

Bid Bond is required at the time of bid. (5% of total bid)
Payment and Performance Bonds (100% of bid) will be required for this project at the time of contract award.

CHATHAM COUNTY HAS THE AUTHORITY TO REJECT ALL BIDS AND WAIVE MINOR FORMALITIES.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"


MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH NEWS/PRESS INSERT: November 18, 2015