

INVITATION TO BID

BID NO. 20-0082-4

**SPF ROOF SYSTEM RESTORATION FOR THE TOM J. COLEMAN JUDICIAL
COURTHOUSE**

PRE-BID CONFERENCE: (AUDIO ONLY) 10:00 AM, DECEMBER 2, 2020

BID OPENING: 2:00 PM, , DECEMBER 16, 2020

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES J. HOLMES

COMMISSIONER JAMES "JAY" JONES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER CHESTER A. ELLIS

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.**

GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

SURETY REQUIREMENTS - **A Bid Bond of 5% with this ITB.**

PROPOSAL

PLANS/SPECIFICATIONS –There are no additional Plans and Specifications for this project. The recoat specification is part of this document.

BID SCHEDULE

PERFORMANCE BOND – **Required at the time of contract.**

PAYMENT BOND – **Required at the time of contract.**

CONTRACT

LEGAL NOTICE

ATTACHMENTS: A. DRUG FREE WORKPLACE; B. 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 PARTICIPATION REPORT, G. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS,

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

CHATHAM COUNTY, GEORGIA

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 of Commissioners have 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/female 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/female 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) 790-1622

Date: November 10, 2020

BID NO. 20-0082-4

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 local time, DECEMBER 16, 2020, Due to the current Pandemic, along with drop off, mailing / shipping, you can send your BID PACKAGE electronically via email, but still must be received prior to 2:00pm, OCTOBER, 2020. 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 To Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink.

Due to the current Pandemic, An **Audio Only Pre-Proposal Conference** has been scheduled for **, DECEMBER 2, 2020, at 10:00 AM., Participants may attend by calling 1-888-585-9008, conference room code 743-636-882,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Firms attending remotely are asked to mute phones when not speaking, in consideration of others. **You are encouraged to call and participate.**

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 a Special Purpose Local Option Sales Tax (SPLOST) Project. See paragraph 2.25 for MBE/WBE participation goals.

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.

1. **Mailing Address: Chatham County Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**

2. **Hand Delivery: Purchasing Director, Chatham County Citizens Service Center, 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 that gives the lowest Chatham County vendor submitting a responsible bid/quote the opportunity to match the lowest price offered by an out-of-County vendor. If the County vendor confirms in writing to match within 24 hours, the award will be made to the Chatham County vendor. The lowest Chatham County responsive bidder will be afforded the "right to first refusal". "Local Vendor" is defined as a business or supplier which operates and maintains a regular place of business within the geographical boundaries of Chatham County or one of the local Municipalities of the County AND all real and personal property taxes are paid prior to award of a contract or purchase. "**NOT APPLICABLE TO PUBLIC WORKS CONSTRUCTION PROJECTS AND REVENUE PRODUCING BIDS.**" However, contractors are encourage to apply the same method when awarding bids to local M/WBE businesses whenever possible in order to promote growth in Chatham County's economy.
- 1.14 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. 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 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, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility.

Affidavits are enclosed in this solicitation. You may 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's counties to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with 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.

GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from 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, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.3 Not Used.
- 2.4 **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.
- 2.5 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.6 **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.

- 2.7 **Guarantee/Warranty:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of 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.
- 2.8 **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.
- 2.9 **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.
- 2.10 **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.
- 2.11 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person

or firm to submit or not be submit a bid for the purpose or restricting competition.

- 2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to 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.
- 2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.
- 2.14 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. 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.

- 2.15 **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.

- 2.16 **Insurance Provisions, General:** The selected contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid.
It is every contractor's responsibility to provide 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.**

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

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

2.16.2 **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.

2.16.3 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 are updated for the entire term of the County.
- 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.

2.16.4

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

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

2.18 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent 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.

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

2.20 **Payment to Contractors:** Instructions for invoicing 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.

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

- a. Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- b. Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
- c. Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- d. Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations; and
- e. Whether the bidder has made a Good Faith Effort to meet local participation goals for local economic impact for Disadvantaged Business Enterprises and Small Business Enterprises.

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

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

2.23 **Debarred or Suspended Subcontractors.**

CONTRACTOR shall not subcontract, and shall ensure that no subcontracts are awarded at

any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <https://www.epls.gov> or the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with the County or other government entities. Contractor shall immediately notify County in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

2.24 Cone of Silence:

Lobbying of Procurement Evaluation Committee members, County Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your proposal to be rejected.

2.25 The Chatham County Board of Commissioners has adopted an aggressive program that establishes goals for minority/female, 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 "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 female owned businesses, through MBE/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/Female Business Enterprise participation.

Goals established for this project is 30% Combined.

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

2.26 **LIQUIDATED DAMAGES:** Failure to complete all work within **30 calendar days** plus any extension authorized in writing by the County shall entitle the County to deduct as "Liquidated Damages" from the monies due the Contractor the amount of **\$200** for each calendar day in excess of the authorized construction time.

2.27 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/WBEs. 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, or (912) 652-7951 fax. Email: cheyward@chathamcounty.org**

2.28 **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 RFPs 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 ITBs will be read allowed 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.

2.29 **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.

2.30 **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 three (3) years following completion.

2.31 **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.

Final cost of project and completion date.

Number of change orders.

Contracted project completion in days.

Project completed on time. Yes _____ No _____ Days exceeded _____.

List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.

Has contractor ever failed to complete a project? If so, provide explanation.

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.

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.

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

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

After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to the County, then the total amount to be retained may be reduced to 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer, until all pay items are substantially completed.

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

The CONTRACTOR may submit a final invoice to the County for the remaining retainage upon COUNTY'S acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by the COUNTY to the

CONTRACTOR when work has been fully completed and the contract fully performed, except for the responsibilities of the CONTRACTOR which survive final payment. The making of final payment shall constitute a waiver of all claims by Chatham County except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the COUNTY as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final application for payment.

3.3 **SURETY REQUIREMENTS and Bonds:** (check where applicable)

- 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.

- B.** Contractor(s) shall be required at time of contract to 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.

- 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.

- 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 surities 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 surities 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.**

3.4 **WARRANTY REQUIREMENTS:**

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

3.6 **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 of all 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.

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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's. / e-mail

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

PROPOSAL

SPECIFICATIONS FOR:

BID NO. 20-0082-4

SPF ROOF SYSTEM RESTORATION FOR THE TOM J. COLEMAN JUDICIAL COURTHOUSE

This project is located at the Tom J. Coleman Judicial Courthouse, 133 Montgomery Street, Savannah, Georgia.

The work consists of the restoration of the 23,540 sq.ft Sprayed Polyurethane Foam Roof of the judicial courthouse. The work includes, but not limited to, pressure washing, approximately 1200-1800 sq.ft of tear out, spray apply BASF SPF in damaged areas to adhere to manufacturer's warranty, spray apply Grey BASF Silicone Coating per manufacturer's guidelines for 20 year warranty. At the completion of the project, all debris shall be removed from the site by the contractor with the building and grounds left in clean condition. Recoat Specifications are attached to this Bid Document.

This shall be a **Lump Sum Contract**.

COMMENCEMENT AND COMPLETION:

WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN 30 CALENDAR DAYS AFTER THE TEN DAY PERIOD.

BID SHEET

BID NO. 20-0082-4

**SPF ROOF SYSTEM RESTORATION FOR THE TOM J. COLEMAN JUDICIAL
COURTHOUSE**

Having carefully examined the Bidding Documents describing the above project, including all addendums, as well as the site and conditions affecting the Work, bidder hereby proposes to furnish **all** services, labor, materials, and equipment called for by them for the entire Work, in accordance with the aforesaid documents for the entire sum of the Work which sum is hereunder called the Total Lump Sum Bid.

TOTAL LUM SUM BID \$ _____

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER/FAX NUMBER

EMAIL

Recoat Specification
Chatham County Superior Courthouse

SECTION 075713

BASF Seamless Silicone/Polyurethane Insulated Roof System for Renewal of Existing Silicone systems

PART 1 - GENERAL

1.01 Work Included

- A. Preparation of Substrate
- B. BASF SKYTITE ® C2 Sprayed-in-place Polyurethane Foam (SPF) Insulation
- C. BASF SKYTITE™ S-5001 LS Series Silicone Roof Coating
- D. Walkways

1.02 Related Work

- A. Section 01410: Testing Laboratory Services
- B. Section 03300: Cast-in-Place Concrete
- C. Section 05300: Metal Decking
- D. Section 06100: Rough Carpentry
- E. Section 07600: Flashing and Sheet Metal
- F. Section 07700: Roof Specialties and Accessories
- G. Section 07800: Skylights

1.03 Scope of work

Contractor shall perform rehabilitation of existing coated SPF Roofing System. Using good roofing practice, some areas will require removal of the coating and/or the insulation; other areas shall require surface preparation and recoating with silicone coatings. Some roofs may have experienced cracks within the insulation and coating system due to structural movement below the roof system, special care should be implemented to ensure proper system performance. Areas shall be as described by the specifier and/or the contractor. All applicators are required to take and pass the CPI Health and Safety Training before using SPF materials for this project available for free at www.spraypolyurethane.org.

1.04 Related Documents

The codes, standards and practices listed shall be the latest edition. ASTM refers to ASTM International.

ASTM C 518 – Standard Test Method for Steady State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus

ASTM D 93 – Standard Test Methods for Flash Point by Penske-Martens Closed Cup Tester

ASTM D 115 – Standard Test Methods for Testing Solvent Containing Varnishes

ASTM D 412 – Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers – Tension

ASTM D 822 – Standard Practice for Filtered Open Flame Carbon Arc Exposures of Paint and Related Coatings

ASTM D 1203 – Standard Test Methods for pH of Water

ASTM D 1621 – Standard Test Method of Compressive Properties of Rigid Cellular Plastics

ASTM D 2126 – Test Method for Response of Rigid Cellular Plastics to Thermal and

Heat Aging
ASTM D 2240 – Standard Test Method for Rubber Property Durometer Hardness
ASTM D 2697 – Standard Test Method for Volume Nonvolatile Matter in Clear or Pigmented Coatings
ASTM D 2856 – Standard Test Method for Open-Cell Content of Rigid Cellular Plastics by the Air Pycnometer
ASTM D 3690 – Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings
ASTM D 6694 – Standard Specification for Liquid-Applied Silicone coating Used in Spray Polyurethane Foam Roofing Systems
ASTM D 6705 – Standard for Repair and Recoat of SPF Roof Systems
ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials
ASTM E 96 – Standard Test Method for Water Vapor Transmission of Materials
ASTM E 108 (UL 790) – Standard Test Method for Fire Tests of Roof Coverings
SPFA AY 104 – Spray Polyurethane Foam Systems for New and Remedial Roofing

1.05 Inspection of Existing Roof System

In all cases, an inspection of the existing polyurethane foam roof system must be completed by an Approved Applicator and submitted to BASF's Technical Department, detailing any deficiencies in the current system. An infrared or other moisture survey is required to determine if there is any moisture in the existing system. If extensive deficiencies are found in the existing polyurethane foam roof system, recoating with BASF Skytite S-5001 LS would not be recommended and full or partial removal of the existing roof system would be suggested.

1.06 Quality Assurance

- A. Applicator Qualifications: Must be a current BASF Approved Team Q 1 Applicator.
- B. Roofing applicator must exhibit 20 years and a minimum of 2,000,000 sq. ft. experience with the selected roofing system, with projects of a similar scope and nature. The roofing applicator must present documentation, that he has successfully completed the SPF Chemical Health & Safety Training Program as provided by The American Chemistry Council and must be an Accredited SPFA Contractor.
- C. A Mandatory Pre-Bid Conference will be conducted. Its purpose shall be: To discuss any details of the project not adequately covered within the specification; to allow bidding applicators a period of access to the roof areas; and to review the normal flow of activities at the facility. There will be no other access to the roof area without the consent of the owner's representative. All bidding applicators must attend this Pre-Bid Conference, any bidder that does not attend will be disqualified. A list of those company's present will be recorded.
- D. The roofing applicator shall perform the work of this section. Subcontracting installation of the silicone coating/polyurethane foam is not allowed.
- E. All roofing work must be completed within 30 days after issuance of the Notice to Proceed, weather permitting.
- F. Inspections: Completed roofing application will be inspected by an independent inspection firm designated by the warranty provider on a periodic basis.
- G. The Roofing System Manufacturer shall have a 5A D&B or better rating & be ISO 9002 certified.
- H. Bidding contractor must present documents showing that they have an office within 200 miles of the Chatham County to service the urgent needs of City of Savannah.
- I. Proposed materials must have independent third-party certification of compatibility with existing BASF roofing products.

1.07 Submittals

- A. Submit manufacturer's data sheets to the architect for review and approval.
 - 1. All system components including primer, polyurethane foam, coatings and granules for system other than basis of design.
 - 2. Third-party certification verifying compatibility of proposed system with existing BASF roofing system.

1.08 Materials, Delivery and Storage

- A. Deliver materials to the site in their original, tightly sealed containers, all clearly labeled with manufacturer's name, product identification and lot number.
- B. Safely store materials in their original containers out of the weather and where the temperatures are within the limits specified by the manufacturer.
- C. All materials shall be stored in compliance with applicable fire and safety requirements.
- D. Protect materials from damage during transit, handling, storage and installation. Applicator shall provide secure site storage trailers.

1.09 Environmental Conditions

- A. The coating and the polyurethane foam shall not be applied during periods of inclement weather (rain, snow, fog, mist).
- B. Do not apply the polyurethane foam when substrate or ambient air temperatures are below 40°F (7°C) unless specifically approved in writing by the polyurethane foam manufacturer.
- C. Do not apply silicone coatings when temperature is below 40°F (5°C).
- D. When wind speeds exceed 10 miles per hour or adversely affects the quality of the SPF, windscreens shall be used during the application of the polyurethane foam and coatings to prevent overspray onto surfaces not intended to receive foam and coating. Under no circumstances shall the polyurethane foam or silicone coating be applied when wind speeds exceed 25 miles per hour.

1.10 Sequencing and Scheduling

The spray polyurethane foam is installed when the deck, parapet walls, rough openings, and curbs are completed. The type of skylights used will determine when skylights should be installed. Plumbing vents, drains, and electrical penetrations should all be in place. There should not be any tradespeople working on the roof when the spray polyurethane foam and silicone coating are being installed.

1.11 Warranty

The BASF 10 Year Recoat Full System Warranty shall be issued upon completion, inspection and acceptance of the project. Any repairs covered by the warranty are without cost to the Owner throughout the term. The warranty shall be comprehensive with no proration and no cap for repairs.

PART 2 - PRODUCTS

2.01 Polyurethane Foam Insulation

- A. The coating material and the SPF insulation must be supplied by The BASF Corporation.
- B. Physical property requirements are as follows, for acceptable insulation products with Zero-Ozone Depleting Potential, such as BASF SKYTITE C2 2.8 series.

Property	Value	Test Method
Density, sprayed-in-place, pcf, min.	2.7 - 3.2	ASTM D 1622
Compressive strength, psi, min.	45	ASTM D1621
Closed-cell content, percent, min.	>90	ASTM D 2856
K-factor, aged, max	0.158	ASTM C 518
Dimensional Stability, 28 days, Percent volume change, max.	+0.69	ASTM D 2126
Flame spread, max.	<75	ASTM E 84

2.02 Silicone Coating

A. The silicone roofing membrane shall consist of a minimum two coats of an elastomeric, liquid applied material, domestically engineered and produced. The two coats shall be of contrasting colors. The minimum two-coat thickness shall be **20** dry mils on newly applied polyurethane foam and **15** dry mils on existing coating.

1. The silicone coating will be a product proven through actual roof performance for a period equal to, or longer than the term of the requested warranty.
2. The manufacturer shall have an established program to rapidly respond to any required warranty repair, if the original applicator is unable to perform standard repairs.
3. The BASF SKYTITE S-5001 LS Series coating shall have the following minimum properties:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
As Supplied:		
Solids Content		
by weight, percent	76	ASTM D 2697
by volume, percent	66	ASTM D 2697
Specific Gravity at 77°F (25°C)	1.43	ASTM D 1293
Flash Point, Pensky-Martin. closed cup, °F, min	106	ASTM D 93
Volatile Organic Content (VOC), (g/l)	250	ASTM D 3960
As Cured:		
Durometer Hardness, Shore A, points	50	ASTM D 2240
Tensile Strength, die C, psi	350	ASTM D 412
Elongation, percent	200	ASTM D 412
Permeability ¹ , perms	3.3	ASTM E 96
Temperature Stability Range, °F (°C)	-35° to 212° (-37° to 100°)	Calculated

Weathering,

Carbon-Arc, 4,000 hours
QUV, 10,000 hours

No observable
degradation

ASTM D 822
ASTM G 53

2.03 Sealant

- A. Sealant shall be a pigmented silicone sealant such as Dow Corning® Contractors Weatherproofing Sealant. The color of this sealant, if exposed, shall closely match that of the topcoat.

2.04 Substrate Primer

- A. Securock® – if kept clean, with little dust, will not require a primer.
- B. For B.U.R., concrete, wood, brick, metal (ferrous, not rusted), and most 'painted' metal - the primer must be approved by BASF Corporation, such as a water-based epoxy primer, SKYTITE 1800 Primer.
- C. For non-ferrous metals (cleaned aluminum, galvanized copper, etc) - a primer shall be required, which is approved by BASF Corporation. Such a primer is DTM Wash Primer manufactured by Sherwin Williams.
- D. Cut-back asphalt primers are not to be used.

2.05 Granules

- A. Granules shall be number 11 screen size, ceramic-coated roofing granules as manufactured by the Industrial Products Division of 3M Company or equal, color to best match topcoat.
- B. Quartz or silica aggregate such as Kafka Quartz granules, this product will have natural color variations, color should be selected to match topcoat.

2.06 Protective Covering / Walkways

- A. As required a weather-resistant, breathable, resilient pad composed of synthetic rubber strands shall be installed to create additionally protected roof areas. This product shall be approved by BASF. Such a walkway is Yellow Spaghetti, as manufactured by Western Plastics, Inc.
- B. An alternate walkway may be used incorporating extra coating and the use of granules and a top coating installed over the granules, called a "lock down coat".

2.07 Gypsum Board

- A. Shall be a ½" Securock® or a glass matt faced, moisture-resistant core gypsum board.

2.08 Polyiso Insulation Board

- A. Shall be a closed cell polyisocyanurate foam core integrally laminated to inorganic coated glass fiber facers, such as Atlas AC III.

PART 3 – EXECUTION

3.01 Inspection

- A. Verify that all surfaces to receive polyurethane foam insulation are clean, dry and free of dust, dirt, debris, oil, solvents and all materials that may adversely affect the adhesion of the polyurethane foam.
- B. Verify that all roof penetrations and flashings are properly installed and secured. The metal roof deck shall be securely fastened, the existing fasteners may need to be tightened and/or new fasteners shall be required.
- C. Inspect all roof to wall transitions to ensure cracks are not visible below the coping cap, or where the foam terminates. If cracks are present, investigate and confirm the SPF system is attached directly to the substrate surface. If attached to the existing roof system, additional protection may be required to stop movement at this location. A special edge detail is recommended that includes 3-course of a 6" polyester fabric between 2 layers of silicone coating, extending down the face of the metal 3" and onto the roof surface 3".
- D. Do not begin applying polyurethane foam insulation until substrate and environmental conditions are satisfactory.

3.02 Surface Preparation

A. Existing Coated Polyurethane Foam Roofing System

- 1. Existing roof shall be inspected for any areas of damage, blisters and areas of poor drainage. Perform infrared scan to identify all areas of wet insulation. Plot on roof diagram and include corrective work in base bid, any bid that does not include moisture report will be dis-qualified.
- 2. In any wet or loose areas identified in 3.02.A.1, the entire silicone coating surface and approximately ½" of polyurethane foam insulation shall be removed by a roof scarfer. This machine shall be designed to plane polyurethane foam /coating systems to a level and renewable condition. All waste created in the planning process shall be contained, gathered, and properly disposed of.
- 3. Any wet insulation including that within an underlying roof system, shall be removed. Clean and dry the area and install new similar compatible insulation, and/or apply polyurethane to the level of adjacent surfaces.
- 4. Primer - install will be BASF SKYTITE 1800 primer as required by the warrantor's recommendation
- 5. Ensure that all edge metal details are brought to current SPFA industry standards by confirming a v-groove and sealant is installed.
- 6. Identify the air intakes and HVAC units with a knowledgeable building representative. HVAC units and intake in the immediate area or downwind of area must be shut off and sealed by masking to prevent coating fumes from entering the building. The building areas may need to be vacated until all fumes have dissipated.
- 7. Continue with the application of SPF Insulation and Coating System.
- 8. Prior to polyurethane foam application, inspect and confirm existing edge attachment is compliant with IBC Chapter 15, 1504.5 Edge securement of low-slope roofs.

A. Recoat

For existing polyurethane foam roof systems that are deemed "acceptable for recoating", the following surface preparation guidelines shall be followed:

1. Hail damaged areas are to be repaired with silicone roofing caulk by Dow Corning to seal cuts and tears to the silicone waterproofing coating. Spot cleaning these areas before the silicone caulk repair is required if the surface is not clean.
2. Clean existing coated surface with a high-pressure power wash using only clean water. During the power wash operation, the water pressure should be enough to remove dirt and debris without damaging the existing coating and polyurethane foam. Power washing with a detergent solution and water is only permitted when power washing with water alone does not sufficiently remove dirt and other contaminants.
2. Scour any areas of accumulated dirt, fungus, mold, grease, oil, etc. with a detergent solution and water. Solvents should not be used for these cleaning purposes.
3. In areas where a detergent solution has been used in the cleaning process, additional power washing with clean water is required to remove all residual detergent.
4. The following minimum work shall be completed:
 - a. All wet or otherwise substandard polyurethane insulation shall be removed and replaced. Apply the polyurethane foam in strict accordance with the polyurethane foam manufacturer's specifications and application instructions, using spray equipment recommended by the SPF manufacturer. The field of the roof shall be applied, as practical, by a robotic SPF application device. The robotic method shall improve consistency, slope-to-drain, and visual appearance.
 - b. Any deteriorated components of the substrate shall be replaced or brought up to acceptable standards of the warranty provider or good roofing practice.
 - c. The existing coating shall be properly adhered, if not, all loose coating shall be removed. Cracks, flashing details, slope-to-drain, metal edging, penetrations, roof drains, and all other components of the roofing system shall be functional and in accordance with manufacturer's or industry application instructions.
5. Deficiencies outlined in the Approved Applicator Inspection or infrared moisture survey shall be properly repaired prior to the recoat operations. Should any questions exist regarding the proper repair procedures, please contact the BASF Technical Department.
6. Continue with coating application.
 1. Contact BASF's Technical Services for recommendations on surface preparations on other surfaces to receive a BASF Silicone Roof System. Contact BASF technical department for recommendations at (800) 706-0712, or spfinfo@basf.com.

3.03 Polyurethane Foam Application

A. Inspection

1. Prior to polyurethane foam application, inspect the substrate surface to ensure preparations required in Section 3.02 have been met.
2. Polyurethane foam shall not be applied unless the environmental requirements of Section 1.09 are met.

B. Application

1. All objects that require protection from overspray shall be protected; all mobile objects shall be moved to an acceptable area. **All intake air vents shall be turned off and covered.**
2. Any areas to be scarified must be primed before installing additional Polyurethane foam.
3. After primer has been allowed to cure, Polyurethane foam shall be applied in a minimum of ¼-½-inch thick pass, this layer will contain air pockets from spraying over open cells. Then another pass of at least 1" minimum, except where tapering is required to facilitate drainage.
4. Polyurethane foam shall be applied in a minimum of ½-inch thick passes. The total thickness of the polyurethane foam shall be a minimum of 1.5 inches, except where tapering is required to facilitate drainage.
5. Apply the full thickness of polyurethane foam in any area on the same day.
6. Polyurethane foam shall be applied to ensure positive drainage, resulting in no ponding water. Ponding water is defined as "an area of 100 square feet or more which holds in excess of ½ inch of water as measured 24 hours after rainfall."
7. The polyurethane foam shall be terminated neatly a minimum of 4 inches above the finished roof surface at roof penetrations. Sprayed-in-place cants shall be applied to allow a smooth transition from the horizontal to vertical surface.
8. The finished polyurethane foam surface texture shall be "smooth to orange-peel", free of voids, pinholes and depressions. "Verge of popcorn" texture is acceptable if it can be thoroughly and completely coated. Popcorn and tree bark textures are not acceptable. Unacceptable SPF textures shall be removed and re-sprayed prior to the coating application.

3.04 BASF SKYTITE S-5001 LS Series Silicone Roof Coating Application

A. Inspection

1. Prior to the application of silicone coating, inspect the polyurethane foam surface to ensure the conditions of Section 3.03 have been met.
2. The polyurethane foam surface shall be free of moisture, dust, dirt, debris and other contaminants that would impair the adhesion of the silicone coating.
3. If more than 24 hours elapses between the polyurethane foam application and the start of the silicone coating application, thoroughly inspect the polyurethane foam surface for UV degradation and oxidation. Call BASF technical department for procedures to proceed, if UV degradation has affected the SPF.
4. Make sure all environmental conditions of Section 1.06 are met prior to silicone coating application.

B. Application

1. The silicone base coat shall be applied on the same day as the polyurethane foam application, after the polyurethane foam has been allowed to cure a minimum of one hour. Apply the base coat in a uniform application, and back roll, to achieve a finished dry film thickness of approximately 10 DFT mils.
2. The base coat shall not be subjected to foot traffic or otherwise disturbed until it is tack-free or cured. After it has cured, inspect the coating for pinholes, cracks, thin areas or other defects. All defects observed shall be caulked with silicone sealant and/or roller coated with additional base coat prior to applying subsequent coats of silicone.
3. The base coat and sealant must be cured, clean and free of all moisture prior to application of topcoat.
4. Apply the topcoat in a contrasting color to the base coat within 72 hours of the base coat application. The topcoat application shall be made at right angles to the base coat application. Surface texture and conditions may require additional quantities of silicone to insure proper thickness. It is the applicator's responsibility to properly coat the insulation regardless of the quantity of silicone coating necessary.
5. Apply the topcoat in a uniform application to achieve a minimum total finished dry film thickness of the base coat and topcoat of **15** dry mils over existing coated roof surfaces and **20** dry mils minimum over new SPF surfaces. It is the applicator's responsibility to ensure the minimum total dry film thickness specified is achieved throughout the entire roof area regardless of the quantity of silicone coating required.
6. The SKYTITE S-5001LS Series Silicone Roof Coating shall be applied a minimum of 2 inches beyond all the terminated edges of the polyurethane foam. These terminations should be masked to provide a straight edge, neat, finished appearance.
7. Allow the topcoat to cure and inspect the finished coating surface for pinholes, cracks, thin areas, or other defects. Repair any defects observed with silicone sealant and/or additional silicone coating material.

3.05 Granule Application (optional)

A. Application

1. Apply roofing granules in the second or finish coat of silicone coating. A minimum of 10 dry mils of silicone coating is required to hold the granules.
2. Apply the roofing granules, using suitable compressed air equipment, uniformly at a rate of approximately 35- 40 pounds per 100 square feet of roof area.
3. Apply the roofing granules immediately after the additional coating application to obtain maximum wet-out and embedment.
4. After the coating has fully cured, excessive, loose granules shall be removed using a soft-bristled broom to prevent blocking drains, scuppers, or gutters.
5. Bare spots in the granulated surface shall be filled in by applying additional coating and granules in these areas.
6. No more than 2 layers of granules are necessary on recoated SPF roof systems. If this is the 2nd recoat project performed, no need for additional granules to be installed.

3.06 Walkways

- A. Factory-formed walkway pads may be used at rooftop equipment to provide a working surface. Spot adhere the pads or rolls to the finished roof surface with generous buttons of silicone sealant. These shall be applied where instructed by the owner's representative.

Walkways may also be constructed by marking out the walk path, adding an additional 10-15 mils seeded with additional granules or aggregate. This coating shall be in light but contrasting color as well as granules to match.

3.07 Field Quality Control

- A. The independent inspector shall instruct the contractor to repair any deficient roof areas, such as: ponding, wet insulation, deck problems, required new drains, etc.
- B. Core samples of the silicone roof system will be secured at completion by an independent licensed inspection firm at a rate of one core per 10,000 square feet, with a minimum of 2 cores per roof, to test for SPF thickness, compressive strength, density and adhesion. Additionally, slit samples will be taken at a rate of 6 per 10,000 square feet, with a minimum of 6 per roof, to test the coating thickness and coating adhesion. Sampled areas will be repaired using silicone sealant and replacement SPF cores.
- C. Applicator's quality control during application shall consist of the following, as a minimum:
 - 1. If specified, the primer application rate shall be verified by a wet mil gauge test onto a metal test panel.
 - 2. Insulation thickness shall be verified with a probe at frequent and random locations.
 - 3. During and after the coating application process, the applicator shall remove slits to examine adhesion of the coating to the insulation and the dry film thickness of each coat.

3.08 Safety Requirements

- A. Proper safety precautions shall be followed throughout the entire roofing operation. OSHA and local regulations shall be strictly followed. Manufacturer's Material Safety Data Sheets must be available on site, for specific safety information on handling and working with all materials. Spray Polyurethane Foam Alliance and the American Chemistry Council's Recommendations for the Safe Handling and Use of Sprayed Urethane Foam and Coating Materials shall be strictly adhered to. Dispose of all trash, debris and empty containers in accordance with local regulations.
- B. On the roof and at all work sites, a properly maintained fire extinguisher will always be available.
- C. Dispose of trash, debris and empty containers in accordance with local regulations.

3.09 Follow-Up Inspections

- A. The system manufacturer shall have a standard warranty inspection program, employing an independent testing firm to perform periodic inspections throughout the term of the warranty.

FOR TECHNICAL ASSISTANCE, PLEASE CALL: BASF at (800) 706-0712

PLEASE NOTE:

Building owner is responsible to test for presence of asbestos or other hazardous substances that may be present within or near the work area. Such items, if found to be present, shall be communicated to the roofing applicator before any additional testing, removals or roof replacement is performed.

On remedial work, the Owner's representative must conduct a full inspection to determine if there is any structural damage (rust, dry rot, etc.) or moisture within the existing roofing systems.

If the Architect or Owner suspect that there is moisture within the existing roofing system, a non-destructive evaluation should be conducted. The major advantage to this type of inspection is that trouble spots are located, thus possibly preventing a complete tear-off of the existing roof. Likewise, this can also save many man-hours, which may be necessary to thoroughly inspect the roof using a moisture meter probe. The main point, which the Architect and Owner must take into consideration on remedial work, is that polyurethane foam must not be sprayed over any substrate that contains moisture.

If this type of inspection is required, the specifications must be modified to either include it as part of the applicator's bid or it shall state that this information will be provided to the applicator on a plotted roof plan at Owner's expense.

BASF Corporation does not provide structural, engineering or architectural services. BASF assumes no responsibility for the structural integrity of the building during the work described herein or after completion of the work. This guideline shall not be construed as contracting to provide engineering or architectural services of any kind.

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 procurement **SPF ROOF SYSTEM RESTORATION FOR THE TOM J. COLEMAN JUDICIAL COURTHOUSE** (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 **SPF ROOF SYSTEM RESTORATION FOR THE TOM J. COLEMAN JUDICIAL COURTHOUSE** 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 _____, ___, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of 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 _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

CHATHAM COUNTY, GEORGIA

**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 voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education or 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.

Bidder must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

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:

REFERENCE FORM

REFERENCES - \$499,999 or more: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$499,999 or less, for bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows. 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

a. Project Name: _____
Location: _____
Owner: _____
Address: _____
City and State: _____
Contact: _____
Phone & Fax: _____
*Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____

- 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 FORM

REFERENCES - \$499,999 or more: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$499,999 or less, for bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows. 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

- a. Project Name: _____
Location: _____
Owner: _____
Address: _____
City and State: _____
Contact: _____
Phone & Fax: _____
*Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____

- 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.

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a. Project Name: _____
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Address: _____
City and State: _____
Contact: _____
Phone & Fax: _____
*Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____

- 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.

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. **ORIGINAL SURETY BOND (5% OF BID) ALONG WITH SURETY REQUIREMENTS SHEETS FILLED OUT.**
3. **BID SHEET COMPLETELY FILLED OUT AND SIGNED.**
4. **"LIST OF SUBCONTRACTORS" SHEET FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.**
5. **"% TO MBE SUBCONTRACTORS/SUPPLIERS' SHEET COMPLETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO MBE/WBE SUBCONTRACTORS/SUPPLIERS.**
6. SECTION 2.31 OF ITB - **REFERENCES:** Read this section and submit the correct number of "References" (based on total dollar amount of project) Note: Supply ALL the information that is requested for each Reference. NOTE: *Forms for Reference Information are attached to this Bid Package.*
7. **ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG).**
8. **COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE ITB (Attachments A thru H). D-2 IS TO BE FILLED OUT FOR EACH SUBCONTRACTOR.**

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

LEGAL NOTICE
CC NO. 168076
Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **DECEMBER 16, 2020** and publicly opened in **Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406**, for:

BID NO : 20-0082-4 SPF ROOF SYSTEM RESTORATION FOR THE TOM J. COLEMAN JUDICIAL COURTHOUSE

PRE-BID CONFERENCE: Due to the current Pandemic, the Pre-Bid Conference will be **Audio Only**. Contact number for the conference is listed in the Invitation To Bid. **The Audio Only Conference** will be held on **DECEMBER 2, 2020, at 10:00 A.M.** You are encouraged to call and participate.

The Bid Package can be downloaded and printed from the County website <http://purchasing.chathamcounty.org> Also, all firms requesting to do business with Chatham County must also register on-line at website: <http://purchasing.chathamcounty.org>

Plan sheets **must be purchased** at Clayton Digital Reprographics by logging into www.cdrepro.com. Login to DFS. New users must register. For technical support contact CDR at (912) 447-5445, fax (912) 233-7020 or email: cdrwest@cdrepro.com

For any additional questions regarding this bid, please contact Robert Marshall, Senior Procurement Specialist, at 912-790-1622.or rmarshall@chathamcounty.org

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: Nov.18, 2020
Please send affidavit to:
Chatham County Purchasing & Contracting Department
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406
(912) 790-1622