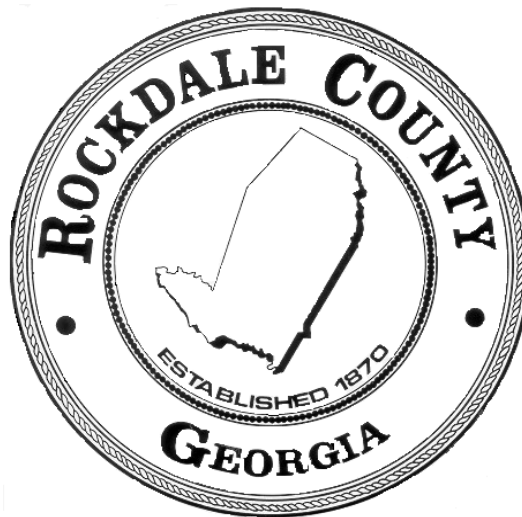


ROCKDALE COUNTY, GEORGIA

June 11, 2025

ON-CALL CONTRACT – SHOTCRETE AND RESTORATIVE SERVICES FOR STORMWATER MANAGEMENT

**INVITATION TO BID
No. 25-07**



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

INTRODUCTION:

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

The Contractor will furnish all products, tools, construction equipment, skill, and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for **On-Call Contract – Shotcrete & Restorative Services for Stormwater Management** in accordance with the County's Invitation to Bid No. **25-07**, incorporated herein by reference, (hereinafter called "Work"), and Contractor's proposal dated _____ (input date), attached hereto and made a part hereof, (hereinafter called "Proposal"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this work.

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

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this ITB and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Adrienne Brown, at Adrienne.m.brown@rockdalecountyga.gov or the following address:

Rockdale County Finance Department
Purchasing Division
Attn: Adrienne Brown
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557

E-mail: Adrienne.m.brown@rockdalecountyga.gov

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

BID COPIES FOR EVALUATION:

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

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

CONTRACT TERM:

The Contract Term will be (1) year with the option to renew two (2) additional twelve (12) month terms, unless cancelled in writing 30 days before the end of current term.

Because this contract contains two (2) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract

for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

ESCALATION CLAUSE:

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

DUE DATE:

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, July 10, 2025**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

QUESTIONS AND CLARIFICATIONS:

All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to adrienne.m.brown@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, July 3, 2025**. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this ITB will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov under Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum. **It is the bidder's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, under Bid Opportunities for any addenda that may be issued, prior to submitting a bid for this ITB.**

EQUAL BUSINESS OPPORTUNITY POLICY:

This ITB qualifies for Rockdale County Government EBO program. For questions regarding the EBO program, please contact Adrienne Brown at adrienne.m.brown@rockdalecountyga.gov or 770-278-7557.

WARRANTY AND / OR GUARANTY:

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

FOREIGN PRODUCTS:

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

Yes _____ No _____

If "No" state place: _____

QUALIFICATIONS OF OFFERORS:

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

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

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

UTILITY SYSTEMS CONTRACTOR'S LICENSE

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

DEBRIEFINGS:

In lieu of Post-Award debriefings, Rockdale County will provide the final evaluation Score Sheet. The Score Sheet will include the scores for all firms who responded and will typically be provided with a PDF file and e-mailed.

SILENCE OF SPECIFICATIONS

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

OPTION TO AUDIT

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

TORT IMMUNITY:

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

SUBMITTAL COST AND CONFIDENTIALITY

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

OPEN RECORDS

The contents of the bids will not be made public until after an award and contract has been executed.

AWARD OF CONTRACT:

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

QUANTITIES:

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

SELECTION PROCESS:

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

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

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

INSURANCE:

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

Coverages:Limits of Liability:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	

Property Coverage /Builders Risk Policy Equal to or greater than the existing building limit
if performing renovations.

(If hazardous substances are involved)

Contractor's Pollution Liability (with 1-year extended reporting period)

 Each Occurrence \$1,000,000.00

 Aggregate \$2,000,000.00

Environmental Impairment Liability (with 1-year extended reporting period)

 Each Occurrence \$1,000,000.00

 Aggregate \$2,000,000.00

General Liability \$1,000,000.00

Excess Umbrella Liability \$3,000,000.00

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

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

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

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

Certificates are to be issued to:

Rockdale County, Georgia

958 Milstead Avenue

Conyers, GA 30012

BONDS:

Rockdale County shall request the following for task orders in excess of Fifty Thousand Dollars (\$50,000.00).

PERFORMANCE BOND

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

PAYMENT BOND

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

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

PERMITS:

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

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

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

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

LOCAL VENDOR PREFERENCE POLICY

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bid and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitations to Bid. A copy of the Policy may be downloaded from the County website at www.rockdalecountyga.gov, Bid Opportunities. Local vendors interested in being considered for the Local Vendor Preference must submit an Affidavit of Eligibility with their bid response. The form is attached to these bid documents.

The Local Vendor Preference Policy: will ☒ apply to this ITB.

PIGGYBACKING

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

GENERAL INFORMATION:**RECEIPT OF BID:**

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

WITHDRAWAL OF BID:

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

REJECTION OF BID:

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

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

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

NON-COLLUSION AFFIDAVIT:

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

INTEREST OF:

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

DOCUMENTS DEEMED PART OF THE CONTRACT:

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

GOVERNING LAWS:

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

ERRORS AND OMISSIONS:

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

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following **ITB #25-07** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.
9. Telephone, Emailed or Facsimile bids will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

Federal I.D. #58-6000882
Sales Tax Exempt #308750008
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Bidders shall state delivery time after receiving order.
14. Bidders shall identify any subcontractors and include an explanation of the service or product that they may provide.

BID SPECIFICATIONS:**1. Specifications:**

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

2. Material:

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

3. Strength and Quality:

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

4. Consistency:

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

5. Inspection and Testing:

- Procedures for preparing shotcrete test panels and the testing specimens sawed or cored from panels will be performed in accordance with ASTM Method C 1140. The compression test specimens will be cores taken from the test panels or from the structure.
- Similar panels not less than 18 inches square and not less than 6 inches thick shall be

made periodically as directed by the engineer during the progress of the work.

- Cores taken from the test panels shall receive standard curing in lime-saturated water at 73.4 degrees Fahrenheit plus or minus 3.0 degrees Fahrenheit within 24 hours after removal. Cores shall continue to receive the prescribed initial cure treatment until standard curing is commenced.
- For each strength test, three cores will be tested in compression. The test result will be the average of the strengths of the three specimens except that if one specimen shows manifest evidence of improper sampling, coring, or testing, it will be discarded and the strengths of the remaining two specimens will be averaged. If more than one specimen representing a test shows such defects, the entire test will be discarded.
- The contractor shall furnish the forms and make the required test panels and shall provide such facilities, material, and assistance as may be necessary for curing, handling, and protecting the panels. Test panels shall be cast only when the engineer is present.

6. Nozzle Operator Qualifications:

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

7. Measuring Material:

- The proportions of the shotcrete mix shall be controlled on the basis, of the weight of each component material, unless otherwise specified in section 19 of this specification, except that water may be measured by volume. Material shall have the following batch tolerances of the mix proportion weights: Cement, plus, or minus 2

percent; aggregate, plus or minus 4 percent; and admixtures, plus or minus 6 percent. Weighing equipment used shall be accurate to within 0.4 percent of scale capacity.

8. Equipment:

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

9. Mixing:

- **Dry mix shotcrete**-The cement and admixtures and other additives (except accelerator) shall be mixed into a pre-dampened homogeneous mass that thoroughly coats the aggregate before being fed through a vibratory screen into the placing equipment. Proper pre-dampening shall be indicated by the ball-in-hand test as follows: When a small amount of mix is tightly squeezed, the resulting ball holds together or cracks slightly, but essentially remains whole. The mix has too little pre-dampening moisture if the ball crumbles into discrete particles when the hand is opened and/or color is light gray. If moisture comes off on the hand, too much pre-dampening moisture is in the mix. The properly pre-dampened dry mix shall be used within 45 minutes after mixing (15 minutes in hot weather conditions where the temperature is over 85 °F). Any material that dries out or cakes after mixing shall be wasted. Rebound material shall not be remixed or reused.
- **Wet mix shotcrete**-Air-entrainment and chemical admixtures may only be used in wet mix concrete. The cement, sand, admixtures (except accelerator), and water shall be thoroughly mixed in the mixer drum sufficiently to produce shotcrete of the required consistency. It must be uniform within each batch and uniform from batch to batch

when discharged into the placing equipment. Accelerators, if specified, shall be mixed at the nozzle. Ready mix concrete shall conform to the requirements of ASTM C 94 unless otherwise specified.

- The entire contents of the mixer shall be discharged from the drum before material for a succeeding batch is placed therein. A mix that becomes difficult to pump shall be discarded; otherwise, a batch shall be gunned within 1.5 hours of batching in normal weather and within 45 minutes during hot weather conditions (temperatures over 85 °F). Rebound material shall not be remixed or reused.

10. Forms:

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

11. Preparation of Surfaces to Receive Shotcrete:

- All surfaces to receive or support shotcrete shall be carefully prepared and conditioned. All such prepared surfaces shall be inspected and approved by the engineer before the application of shotcrete.
- Earth surfaces to which shotcrete is to be applied shall be firmly compacted and neatly trimmed to line and grade.
- Asphaltic concrete surfaces shall be thoroughly cleaned of any growths, earth, or any other material that would affect bond or be detrimental to the shotcrete.
- Concrete, mortar, or rock surfaces shall be thoroughly cleaned by water blasting or sand blasting to remove all dirt, laitance, weak or unbonded mortar, loose material, grease, or other deleterious substances.
- Surfaces on which the shotcrete is to be placed shall be sufficiently rough to ensure the adherence of the shotcrete. Offsets that would cause an abrupt and substantial change in thickness of the shotcrete shall be removed or tapered.
- All surfaces shall be maintained in a moistened condition for 3 hours before application of shotcrete. Shotcrete shall not be applied to mud, dried earth, uncompacted fill, rebound material, or surfaces on which free water exists unless

otherwise specified in section 19. All ice, snow, and frost shall be removed, and the temperature of all surfaces to be in contact with the new shotcrete shall be no colder than 40 degrees Fahrenheit.

12. Placing:

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

13. Finishing:

- Rebound material shall be carefully swept off the finished shotcrete surface and

discarded before it becomes too hard for removal. After the shotcrete has been placed to the depth required, the surface shall be checked with a straightedge or template and any low spots shall be brought up to grade by placing additional shotcrete. The finished surface of the shotcrete shall be left as a natural gun finish unless screeding or further finishing, or both, are specified in section 19 of this specification.

- When specified, screeding shall be accomplished as follows:
Place shotcrete a fraction beyond the guide strips, ground wires, or forms.
Allow the surface of the shotcrete to stiffen to the point it will not pull or crack under screeding or troweling. Trim, slice, or scrape excess material to true line and grade and remove the placing guides.
- A natural rod finish shall consist of the removal, by floating, of the impressions left after the guide strips or ground wires have been removed. A natural broom finish shall be that finish resulting from brooming the natural rod finish. A float finish shall be that finish resulting from floating the natural rod finish with a wood or rubber float.

14. Curing:

- Shotcrete shall be prevented from drying for a curing period of at least 7 days after it is placed. The exposed surface shall be kept continuously moist for the entire period or until curing compound is applied as specified below. Moisture shall be maintained by sprinkling, flooding, or fog spraying, or by covering with continuously moistened canvas, cloth mats, straw, sand, or other approved material. Wood forms left in place during the curing period shall be kept wet. Formed surfaces shall be thoroughly wetted immediately after forms are removed and shall be kept wet until patching and repairs are completed. Water or covering shall be applied in such a way that the shotcrete surface is not eroded or otherwise damaged.
- Water for curing shall be clean and free from any substances that cause discoloration of the shotcrete where the finished surface will be exposed to view. Except as otherwise specified in section 17d of this specification and except for surfaces to which additional shotcrete is to be applied, shotcrete may be coated with curing compound as an alternative to the continued application of moisture.
- The compound shall be sprayed on the moist shotcrete surface as soon as rebound has been removed and any required repairs are completed, or as soon as water curing is discontinued.
- The curing compound shall be thoroughly mixed immediately before applied and continuously agitated during application. It shall be applied at a uniform rate of not less than 1 gallon per 100 square feet of surface for natural gun finishes. Curing compound shall be applied in two applications, one in each direction. If a natural rod, broom, or float finish is specified, the curing compound application rate shall be at least 1 gallon per 150 square feet. Curing compound shall not check, crack, or peel, and shall be free from pinholes or other imperfections.
- Curing compound shall not be applied to a subgrade surface or other surfaces requiring bond with subsequently placed shotcrete, such as construction joints, reinforcing steel, and other embedded items. A surface subjected to heavy rainfall or running water within

3 hours after the compound has been applied or a surface damaged by subsequent construction operations during the curing period shall be resprayed in the same manner as for the original applications. A surface covered by the membrane shall not be trafficked unless protected from damage and/or wear.

15. Replacement or Repair:

- When shotcrete lacks uniformity; exhibits segregation, honeycombing, or laminations; or contains dry patches, slugs, voids, or sand pockets, the contractor shall remove and replace the defective shotcrete. The engineer's concurrence in the extent of removal and replacement is required.
- Before starting significant removal and replacement work, the contractor shall obtain the engineer's approval of the plan for making the repair. Such approval shall not be considered a waiver of the contracting officer's or owner's right to require complete removal of defective work if the completed repair does not produce shotcrete of the required quality and appearance. Repair work shall be performed only when the engineer is present. Repair shall be made with shotcrete conforming to this specification. When removal of defective shotcrete is required, reinforcement damaged or destroyed shall be replaced before replacement of the shotcrete. At the edges of removed sections, the sound shotcrete shall be carefully trimmed to the extent required to expose sufficient reinforcement for effecting competent splices. The sound shotcrete at the edges of removed sections shall be trimmed to a slope of about 45 degrees with the surface of the work and shall be thoroughly moistened before placement of the new shotcrete.
- Any parts of the work having thickness less than that specified may be repaired by the placement of additional layers of shotcrete if such repair is expressly approved by the engineer.
- The surface to which additional shotcrete is to be applied shall be prepared as required by section 11 of this specification.
- Curing as specified in section 14 of this specification shall be applied to repaired areas immediately after the repairs are completed.

16. Placing in Cold Weather:

- When the atmospheric temperature may be expected to drop below 40 degrees Fahrenheit at the time shotcrete is placed, or at any time during the curing period, the following provisions shall also apply:
 - a) Shotcrete placement shall be permitted when the air temperature is at least 40 degrees Fahrenheit and rising. Placement shall be discontinued if the temperature falls to 40 degrees Fahrenheit and is expected to continue to fall.
 - b) The temperature of the shotcrete at time of placing shall not be less than 50 degrees Fahrenheit nor more than 90 degrees Fahrenheit. The temperature of neither aggregates nor mixing water shall be more than 100 degrees Fahrenheit just before mixing with the cement.

- c) When the daily minimum temperature is less than 40 degrees Fahrenheit, shotcrete shall be insulated or housed and heated after placement. The temperature of the shotcrete and air adjacent to the shotcrete shall be maintained at not less than 50 degrees Fahrenheit nor more than 90 degrees Fahrenheit for the duration of the curing period.
- d) Methods of insulating, housing, and heating the structure shall be in accordance with Standard Specification for Cold Weather Concreting, ACI Standard 306.1.
- e) The use of accelerators or antifreeze compounds is not allowed unless otherwise specified.
- f) When dry heat is used to protect shotcrete, means of maintaining an ambient humidity of at least 40 percent shall be provided unless the shotcrete has been coated with curing compound as specified in section 14 of this specification or is covered tightly with an approved impervious material.

17. Placing in Hot Weather:

- The following provisions shall apply when climatic factors, such as high air temperature, reduced relative humidity, and increased wind velocities, are present or conditions are such that the temperature of placed shotcrete exceeds 90 degrees Fahrenheit at or during the first 24 hours after placement:
- The contractor shall maintain the temperature of the shotcrete below 90 degrees Fahrenheit during mixing, conveying, and placing using the methods given in items b, c, and d.
- An exposed shotcrete surface that tends to dry or set too rapidly shall be continuously moistened by means of a fog spray or otherwise protected from drying immediately after placement. Shotcrete surfaces exposed to the air shall be covered as soon as the shotcrete has hardened sufficiently and shall be kept continuously wet for at least the first 24 hours of the curing period and for the entire curing period unless curing compound is applied as specified in subsection d. If moist curing is discontinued before the end of the curing period, white pigmented curing compound shall be applied immediately following the procedures specified in section 14 of this specification.

18. Measurement and Payment:

- **Method 1-** For items of work for which specific unit prices are established in the contract, the dimensions of the exposed surface of the shotcrete is measured to the neatness shown on the drawings and the surface area is computed to the nearest square foot. Payment is made at the contract unit price for shotcrete. Such payment constitutes full compensation for completion of the work including making and handling test panels, but not including reinforcing steel or other items listed for payment elsewhere in the contract.
- Measurement and payment for furnishing and placing reinforcing steel are made as specified in Construction Specification 34.

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

BID FORM – ITB No. 25-07

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary

THE BIDDER SHALL COMPLETE THE ADDITIONAL BID SCHEDULE PAGES IN ITS ENTIRETY AND FILL IN THE TOTAL BID AMOUNT BELOW. THE BID SCHEDULE PAGES SHALL BE ATTACHED TO THIS BID.

Total Bid Amount: _____

PART II: Addenda Acknowledgements (if applicable)

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

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

PART III: Vendor Information:

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

BID ITEM TABLE – ITB No. 25-07

Instructions: Complete the below Bid Item Table.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	42-inch arch pipe liner, 2-inch thick, includes wire mesh reinforcement	LF	100	\$_____	\$_____
2	48-inch arch pipe liner, 2-inch thick, includes wire mesh reinforcement	LF	100	\$_____	\$_____
3	54-inch arch pipe liner, 3-inch thick, includes wire mesh reinforcement	LF	50	\$_____	\$_____
4	60-inch arch pipe liner, 3-inch thick, includes wire mesh reinforcement	LF	100	\$_____	\$_____
5	48-inch, rnd. liner, 5000 psi, 2-inch thick, includes wire mesh reinforcement	LF	100	\$_____	\$_____
6	54-inch, rnd. liner, 5000 psi, 2-inch thick, includes wire mesh reinforcement	LF	50	\$_____	\$_____
7	60-inch, rnd. liner, 5000 psi, 2-inch thick, includes wire mesh reinforcement	LF	100	\$_____	\$_____
8	66-inch, rnd. liner, 5000 psi, 3-inch thick, includes wire mesh reinforcement	LF	100	\$_____	\$_____

9	72-inch, rnd. liner, 5000 psi, 4-inch thick, #4 rebars @ 1ft. oc/ew	LF	100	\$_____	\$_____
10	78-inch, rnd. liner, 5000 psi, 4-inch thick, #4 rebars @ 1ft. oc/ew	LF	100	\$_____	\$_____
11	84-inch, rnd. liner, 5000 psi, 4-inch thick, #4 rebars @ 1ft. oc/ew	LF	50	\$_____	\$_____
12	90-inch, rnd. liner, 5000 psi, 4-inch thick, #4 rebars @ 1ft. oc/ew	LF	50	\$_____	\$_____
13	96-inch, rnd. liner, 5000 psi, 4-inch thick, #4 rebars @ 1ft. oc/ew	LF	50	\$_____	\$_____
14	3-ft dia. box or manhole seal, 2-inch thick includes wire mesh & fiber reinforcement	VF	400	\$_____	\$_____
15	4-ft dia. box or manhole, 3-inch thick includes wire mesh & fiber reinforcement	VF	240	\$_____	\$_____
16	5-ft dia. box or manhole seal, 4-inch thick includes wire mesh & fiber reinforcement	VF	240	\$_____	\$_____
17	6-ft dia. box or manhole seal, 5000 psi liner, 4- inch thick, includes #4 rebar @ 1ft. oc/ew	VF	120	\$_____	\$_____

18	Pressure Grout voids/3000 psi	CY	120	\$_____	\$_____
19	New Retaining Walls, 5000 psi, 6- inch thick, includes #5 hort. rebar & #4 vert. rebar @ 6- inch oc/ew	SY	20	\$_____	\$_____
20	Aprons & Toe-Walls 5000 psi, 6-inch thick includes #4 rebar @ 1ft. oc/ew	SF	800	\$_____	\$_____
21	Seal End & Wing Wall, 2-inch thick 5000 psi mix, includes coverage with wire mesh	SY	200	\$_____	\$_____
22	Structural Metal Plate Arch Liner, 5000 psi, 4- inch thick, includes #5 rebar @ 1ft. oc/ew	SY	20	\$_____	\$_____
23	Clean all pipes & structures (solid debris removal only)	CY	50	\$_____	\$_____
24	Ditch Liner, 4-inch thick, 5000 psi with wire mesh reinforcement	SY	100	\$_____	\$_____
25	Masonry Box Culvert Liner, 3-inch thick with #4 rebars @ 12- inch oc/ew	SY	20	\$_____	\$_____
26	Masonry Box Culvert, 4-inch thick with #5 rebar @ 12- inch oc/ew	SY	20	\$_____	\$_____
<u>TOTAL BID AMOUNT</u>					\$_____

Legend: LF – Linear Feet; VF – Vertical Feet; CY – Cubic Feet; SY – Square Feet; SF – Square Feet

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

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

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

No Bid may be revoked or withdrawn until ninety (120) days after the time set for opening the Bids.

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

Bidder declares his intent to subcontract the portion of the Work as below stated. Bidder

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

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

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of _____)

County of _____)

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

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the Vendor that has submitted the attached ITB;

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

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

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

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

 (Signed)

 (Title)

Subscribed and Sworn to before me this _____ day of _____, 202__

Name _____

Title _____

My commission expires (Date)

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

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

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached ITB;

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

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

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

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

 (Signed)

 (Title)

Subscribed and Sworn to before me this _____ day of _____, 202_____.

Name _____

Title _____

My commission expires (Date)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will 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 business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization 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 _____, ___, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

By executing this affidavit, the undersigned sub-subcontractor verifies 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 for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-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 Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in _____ (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:

Affidavit Verifying Status for County Public Benefit Application

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

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

Signature of Applicant:

Date

Printed Name:

*

Alien Registration number for non-citizens

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

Notary Public
My commission Expires:

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

PERFORMANCE BOND

STATE OF GEORGIA

BOND NO. _____

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
 as Principal, (hereinafter known as Contractor), and we, _____, as Surety, do hereby
 acknowledge ourselves indebted and firmly bound and held unto Rockdale County, Georgia for use and benefit of
 those entitled thereto, in the sum of _____
 Dollars (\$ _____) for the payment of which will and truly to be made, in lawful money of the United
 States of America, we do hereby bind ourselves, successors, assigns, heirs and personal representatives.

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

WHEREAS, the Owner has engaged the said Contractor for the sum of
 _____ (\$ _____) for construction of Rockdale County,
 Georgia, **ITB#** : _____ as more fully appears in a written Contract Agreement bearing the date
 of _____, 2025, a copy of which Contract Agreement is by reference hereby made a part hereof.

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

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

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

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has
 hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this ____ day of
 _____, 2025, executed in two (2) counterparts.

CONTRACTOR - PRINCIPAL:

By: _____

Name: _____

(Please Print)

Title: _____

Address: _____

Phone: _____

ATTEST:

Name: _____

(Please Print)

Title: _____

(SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

By: _____

Name: _____

(Please Print)

Title: _____

(SEAL)

WITNESS:

Name: _____

(Please Print)

Title: _____

(SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Resident agent in state in which Work is to be performed:

By: _____

Name: _____

(Please Print)

Title: _____

Address: _____

Phone: _____

PAYMENT BOND

STATE OF GEORGIA

BOND NO. _____

COUNTY OF ROCKDALE

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

WHEREAS, said Contractor has entered into a certain Contract Agreement with said Owner, dated _____, 2025, for construction of Rockdale County, Georgia **ITB#** _____ (hereinafter called the Contract), which Contract Agreement and the Contract Documents for said Work shall be deemed a part hereof as fully as if set out herein.

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

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

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the Work provided for in said Contract Agreement shall have a direct right of action against the Contractor and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the Work provided for in said Contract Agreement is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for its use and benefit against said Contractor and Surety or either party (but not later than one year after the final settlement of said Contract Agreement) in which action such claim or claims shall be adjudicated, and judgment rendered thereon.
- (b) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract Agreement.
- (c) This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 13-10-1 et. seq. and 36-82-100 et. seq. hereinafter, and all the provisions of law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this ____ day of _____, 2025, executed in two (2) counterparts.

CONTRACTOR - PRINCIPAL:

By: _____

Name: _____

(Please Print)

Title: _____

Address: _____

Phone: _____

ATTEST:

Name: _____
(Please Print)

Title: _____ (SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

By: _____

Name: _____
(Please Print)

Title: _____ (SEAL)

WITNESS:

Name: _____
(Please Print)

Title: _____ (SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Resident agent in state in which Work is to be performed:

By: _____

Name: _____
(Please Print)

Title: _____

Address: _____

Phone: _____

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

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

II. GENERAL BACKGROUND

- A. Current address of contractor: _____

- B. Previous Name or address of contractor: _____

- C. Current president or CEO and years in position: _____
- D. Number of permanent employees: _____
- E. Name and address of affiliated companies: _____

III. FINANCIAL STATUS

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

1. LAST COMPLETE FISCAL YEAR:

- | | | |
|----|--------------------------|-------|
| A. | Revenues (Gross) | _____ |
| B. | Expenditures (Gross) | _____ |
| C. | Overhead & Admin (Gross) | _____ |
| D. | Profit (Gross) | _____ |

2. YEAR PRIOR TO “1” ABOVE:

- | | | |
|----|--------------------------|-------|
| A. | Revenues (Gross) | _____ |
| B. | Expenditures (Gross) | _____ |
| C. | Overhead & Admin (Gross) | _____ |
| D. | Profit (Gross) | _____ |

3. YEAR PRIOR TO “2” ABOVE:

- | | | |
|----|--------------------------|-------|
| A. | Revenues (Gross) | _____ |
| B. | Expenditures (Gross) | _____ |
| C. | Overhead & Admin (Gross) | _____ |
| D. | Profit (Gross) | _____ |

B. BANKRUPTCIES

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

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

C. BONDING

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

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

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

Reference/Project #1:

Name and Address:

Date of Construction/Project:

Type of Construction/Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

Reference/Project #2:

Name and Address:

Date of Construction/Project:

Type of Construction/Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

Reference/Project #3:

Name and Address:

Date of Construction/Project:

Type of Construction/Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:

(if applicable) _____

V. ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

Has your company been involved in any construction
arbitration demands filed by, or against, you in the last five years? _____

Has your company been involved in any construction-related
lawsuits (other than labor or personal injury litigation) filed by, or against, you
in the last five years? _____

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

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

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

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

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

VI. COMMENTS

Please list any additional information that you believe would assist the Owner in evaluating the possibility of
using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement
and Questionnaire.

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and

complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

Signature

Date

Title

Sworn to and subscribed before me

This _____ day of _____

Signature

Notary Public

My Commission Expires:



ROCKDALE COUNTY

LOCAL VENDOR PREFERENCE

AFFIDAVIT OF ELIGIBILITY

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF FIRM: _____
 Mailing Address: _____ Physical Address (if different): _____

2. Year your business was established in Rockdale County: _____
3. Business License:
 License Number: _____ County _____
4. For transactions which require sales tax, provide the following Reseller information:
 Reseller Permit Number: _____
 Enter the Company Name and Address as it appears on permit:

5. Does your business have more than one office in the State of Georgia?
 Yes _____ No _____
 If Yes, specify the office location considered as the point-of-sale for sales tax purposes:

6. Was the local business required to pay business and/or real property tax for the most recent tax year?
 Yes _____ No _____
 If Yes, did the local business pay any of this tax to Rockdale County?
 Yes _____ No _____

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation, or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Rockdale County products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

**SAMPLE CONTRACT FOR UNIT PRICE ON-CALL SHOTCRETE AND
RESTORATIVE SERVICES FOR STORMWATER MANAGEMENT**

The County reserves the right to revise this contract as it is a sample contract

This Agreement entered into on this ____ day of _____, 2025, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the "County") and [CONTRACTOR'S NAME], a [DESCRIPTION OF CONTRACTOR'S BUSINESS TYPE], whose address is [CONTRACTOR'S ADDRESS], (hereinafter referred to as "Contractor").

WHEREAS, the County desires to engage the services of Contractor for Unit Price On-Call Shotcrete and Restorative Services as detailed in the Invitation to Bid (ITB) No. 25-07; and

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. Services Provided by Contractor.

The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for Unit Price On-Call Shotcrete and Restorative Services in accordance with the County's Invitation to Bid (ITB) No. 25-07, incorporated herein by reference, (hereinafter called "Work"), and Contractor's bid dated _____, attached hereto and made a part hereof, (hereinafter called "Bid"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Director of Stormwater Management or his designee and be consistent with all Federal, State and Local laws.

The Contract Documents, Bid documents, drawings, and invitation to bid are considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner, ready for use, or operation by the County.

The Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specific in a written Notice to Proceed and shall fully complete all work hereunder as specified in the Notice to Proceed, unless modified and agreed upon by both parties in writing.

2. Fees and Compensation.

- (a) All unit pricing is fixed through the initial term of this Agreement as set forth in Contractor's Bid dated _____, attached hereto and made a part hereof, unless amended as agreed upon by both parties in writing as detailed in Section 6 of this Agreement. Contract amount is a Not to Exceed (NTE) amount of \$_____ up to three (3) years unless changed by written Change Order in accordance with the terms of this Contract.

The County and Contractor recognize that dependent on the Work assigned, completed, and approved by the County in 2025 calendar year or any renewal term, more or less money than the applicable total obligation may be paid by the County to the Contractor; however, in no event shall the total amount paid by the County to the Contractor ever exceed the Contract Price.

All payments due Contractor hereunder shall be made to Contractor at the location indicated on the invoice. Original invoices must be submitted to: Rockdale County Finance Department, P.O. Box 289, Conyers, GA 30012, Reference Contract No. 2025 - _____. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

It is understood that the Contractor shall provide and pay for all products, labor (including labor performed after regular working hours, on Saturdays or Sundays, or on legal holidays), tools, construction equipment, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the Work.

The Contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

(b) **Payments Withheld:** The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:

- (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
- (2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

When the above reasons for nonpayment are corrected, then payment will be made for amounts withheld because of such reasons, not later than the next payment.

3. **Effective Dates of Agreement.**

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The term of this Agreement shall be for one (1) year ("Term"), from the date of this Agreement, unless and until terminated as provided below. This agreement has an option to renew two (2) additional 12-month periods, unless terminated by either party as detailed in section 13 of this Agreement.

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

4. **Rejection of Work and Materials.**

All products furnished and all Work completed will be inspected by the County. All products furnished and all Work completed that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the County will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor. Contractor shall warrant all Work completed for a five (5) year period following acceptance of Work.

5. **Supervision of Work.**

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the County without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the County, immediately remove any superintendent, foreman or workman whom the County may consider incompetent or undesirable.

6. **Changes in the Contract.**

The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by Change Order.

Because this contract contains two (2) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations).

7. **Insurance and Bonds.**

The Contractor shall not commence any work under this Contract until all insurance and bonds, as stipulated in the invitation to bid, have been obtained and such insurance and bonds have been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance and bonds required of the subcontractor have been so obtained and approved by the Contractor.

The Contractor shall furnish Performance and Payment bonds per task order over \$50,000.00, each in the amount of \$_____ or one hundred percent (100%) of the Contract Price.

8. **Interruption of Facility Operations.**

The Contractor shall provide the County with written notice at least three days prior to any interruption in facility operations required by construction activity. The notice shall include the date and time of the scheduled interruption, the length of time the interruption will be in effect, the procedures to be followed, a complete identification of all those processes, equipment and operations to be affected, and all other information the County may require. The Contractor shall provide any equipment, piping, auxiliary power or other means necessary to sustain facility operations.

9. **Protection of Work, Property and Persons.**

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work

and other persons who may be affected thereby, all the Work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- (b) The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54) as amended. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.
- (c) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.
- (d) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the County, shall act to prevent threatened damage, injury or loss.
- (e) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather.

10. **Protection of the Environment.**

- (a) The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations. This shall include but not be limited to air, water & noise pollution during torch cutting, grinding, burning and grading operations.
- (b) Any area used or involved in the Project that is disturbed by the Contractor, shall be restored to original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.
- (c) The Contractor is responsible for maintenance of all erosion control measures, final removal of all temporary BMP's, and irrigation of all permanent vegetative measures until fully established.

11. **Protection, Location and Relocation of Utilities.**

The Contractor shall notify utility owners of the new work in accordance with Georgia Law by calling the Utilities Protection Center (UPC) at 800-282-7411, 72 hours before work is to begin. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the County may have the Work performed and charge the cost thereof to the Contractor.

Prior to the construction or installation of any new Work, the Contractor shall excavate all existing utilities within the vicinity of the Work to their actual vertical and horizontal location. In order to avoid conflicts between existing and new Work, the Contractor shall either relocate the existing utility on a temporary or permanent basis or shall take whatever means necessary to protect the existing facilities or utilities during the installation of new Work.

12. **Indemnification.**

In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Contract.

13. **Termination of Agreement.**

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

14. **Notice.**

Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the County:

Rockdale County, Georgia
Finance Department – Purchasing Division
Attn: Tina Malone
P. O. Box 289
Conyers, Georgia 30012
Email: tina.malone@rockdalecountyga.gov
Phone: 770-278-7552

To the Contractor:

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

15. **Assignment.**

The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

16. **Corporate Authority.**

Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

17. **Waiver.**

No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by

any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

18. **Severability.**

If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. **Interpretation.**

Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

20. **Venue & Jurisdiction.**

The County and the Contractor, by entering into this Promissory Note, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

21. **Governing Law.**

This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

22. **Binding Effect.**

This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

23. **Further Assurances.**

The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

24. **Entire Agreement.**

This Agreement, its attachments and essential documents (as provided in ¶ 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing

this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress. For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied signatures shall be as valid as the original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

CONTRACTOR:

ROCKDALE COUNTY, GEORGIA

By: _____

By: _____
JaNice Van Ness, Chair & CEO

Name/Title (Typed or Printed)

Federal Tax I.D. Number

Attest:

Attest:

Jennifer Rutledge, Director/County Clerk

Approved as to form:

M. Qader A. Baig, County Attorney

SUBCONTRACTORS

Instructions: Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

Representative's Signature: _____ Date: _____



ROCKDALE COUNTY GOVERNMENT
EQUAL BUSINESS OPPORTUNITY PROGRAM

Rockdale County Government Equal Business Opportunity (“EBO”) Program ordinance promotes opportunities for Historically Underutilized Businesses (“HUBs”) and Small Business Enterprises (“SBEs”) and protects all contracting applicants from unlawful discrimination. Under the EBO ordinance, bids for any project totaling \$100,000 or more in value must demonstrate good faith efforts to make work available to HUBs and SBEs. The ordinance is aspirational and seeks to maximize contracting opportunities for HUBs and SBEs. Specific outreach and reporting requirements are detailed in the EBO Ordinance and accompanying EBO policy document adopted by the Rockdale County Board of Commissioners, both of which are attached here.

In accordance with the terms of the EBO ordinance, all contracting shall be awarded without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition. No portion of the EBO ordinance requires contractors or subcontractors to make purchases of materials or equipment from HUBs who do not submit the lowest responsible, responsive bid.

Please refer to the attached EBO ordinance and EBO policy document for further details.

**ROCKDALE COUNTY GOVERNMENT
EBO PROGRAM
CONTRACT COMPLIANCE REQUIREMENTS**

**AFFIDAVIT – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION PLAN
(UTILIZATION PLAN)**

The Utilization Plan is designed to enhance the utilization of a Historically Underutilized Business (HUB) or a Small Business Enterprise (SBE) by a bidder/proposer, contractor, or vendor. The bidder/proposer **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with bid/proposal.

DETERMINATION OF GOOD FAITH

The Prime Contractor must demonstrate that they have made reasonable, good faith efforts to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor regarding this project should be documented using the Subcontractor Contact Form.

AFFIDAVIT – CONTRACTOR ONLY USAGE

A contractor that performs all the work under a contract with its own workforce may submit an affidavit.

UTILIZATION REPORTING (Post Award)

The successful bidder/proposer will be required to report **all** payments to subcontractors, sub-consultants, and suppliers (if applicable) by the 15th day of the month to the EBO Administrator.

ROCKDALE COUNTY GOVERNMENT
AFFIDAVIT - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as **Prime** Bidder/Proposer on this scope of work/service(s) is **NOT** ☐, is ☐ a Historically Underutilized Business or Small Business Enterprise.

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or _____ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
HUB or SBE Certified (Y or N)		HUB or SBE Certified (Y or N)	
Certified Agency		Certified Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project and provide a description of the work to be executed.

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

**AFFIDAVIT - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION
(continued)**

CERTIFICATION: The undersigned certifies that he/she has read, understands, and agrees to be bound by the Bid/Proposer provisions. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:_____ **Title:**_____

Business or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

ROCKDALE COUNTY GOVERNMENT UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors, and sub-consultants (if applicable) during the project by the 15th day of the month to the EBO Administrator.

Subcontractor or Supplier information

ITB or RFP #	Name	Contact Name	Contact Email Address	Contact Phone	Payment amount	Date of payment	Payment Method

Issues:

Vendor Name: _____

Printed Signature: _____

Date: _____

Title _____

INTERNAL USE ONLY	
Verified	_____
-	
Any Issues	_____
Verified by	_____

ROCKDALE COUNTY GOVERNMENT Subcontractor Contact Form Good Faith Effort - Must also include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of Historically Underutilized Businesses or Small Business Enterprises.								
Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	HUB or SBE Certification Designation	Result of Contact	Date of Contact

Company Name: _____
Project # & Title: _____

Printed Signature: _____
Date: _____

Title _____

INTERNAL USE ONLY	
Date information verified	_____
Any Issues	_____
Verified by	_____

AN ORDINANCE AMENDING DIVISION 3 OF ARTICLE VI OF CHAPTER 2 OF THE CODE OF ROCKDALE COUNTY, GEORGIA PROVIDING AUTHORIZATION FOR AN EQUAL OPPORTUNITY PROGRAM FOR ROCKDALE COUNTY

WHEREAS, it is the policy of Rockdale County to encourage maximization of contracting opportunities with Historically Underutilized Businesses;

WHEREAS, the Rockdale County Board of Commissioners promulgates this ordinance as the official policy of Rockdale County.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of Rockdale County, Georgia, and it is, hereby, ordained by the authority of same, as follows:

That Division 3 of Article VI of Chapter 2 of the Code of Rockdale County, Georgia be amended, to create, as follows:

“Section 2-221. Equal Business Opportunity Program”

A. As used in this section:

1. The term “Contracting Authority” means any board, commission, body, or subdivisions of Rockdale County that exercises any authority to award a contract through a formal bidding process.
2. The term “Historically Underutilized Businesses” means a firm that is an independent and continuing enterprise for profit:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. The term “minority person” means a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;

- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
 - d. Native American, that is, a person having origins in any of the original Indian peoples of North America; or
 - e. Female.
 - 4. The term "socially and economically disadvantaged individual" means a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. A veteran of the armed forces of the United States;
 - b. Physically or mentally disabled in a manner that substantially limits one or more of the major life activities of a person; or
 - c. Capable of demonstrating some other form of economic or social disadvantage, as articulated in 13 CFR § 124.104.
 - 5. The term "Small Business Enterprises" means a firm that is an independent and continuing enterprise for profit for which the gross revenues or number of employees, inclusive of any affiliates as defined by 13 CFR 121.103, does not exceed the size standard for its industry as defined by 13 CFR 121.201 (as further explained in 13 CFR 121.104 through 121.107), and is certified as such.
- B. It is the policy of Rockdale County to encourage maximization of contracting opportunities with Historically Underutilized Businesses.
 - C. All Contracting Authorities shall strive to maximize contracting opportunities with Historically Underutilized Businesses. Where feasible, preference should be given to such businesses that are in Rockdale County or that employ a majority of their workforce in Rockdale County.
 - D. All Contracting Authorities shall establish prior to solicitation of bids for any project totaling \$100,000 or more, the good faith efforts that it will take to make it feasible for Historically Underutilized Businesses to submit successful bids or proposals for the contract. Each first-tier subcontractor shall comply with the requirements applicable to contractors under this subsection.
 - E. Each bidder for a contract from a Contracting Authority shall identify on its bid the Historically Underutilized Businesses that it will use in fulfilling the contract and an affidavit listing the good faith efforts it has made pursuant to Subsection (G) of this section and the total dollar value of the bid that will be performed by the Historically Underutilized Businesses. A contractor that performs all the work under a contract with its own workforce may submit an affidavit to that effect in lieu of the affidavit otherwise required under this subsection. The apparent lowest responsible, responsive bidder shall also file the following:

1. Within the time specified in the bid documents, either:

- a. An affidavit that includes a description of the portion of work to be executed by Historically Underutilized Businesses, expressed as a percentage of the total contract price, which is equal to, or more than the applicable goal of contracts being awarded to Historically Underutilized Businesses annually, as set in Section III of the accompanying policy and procedures document. An affidavit under this sub-subdivision shall give rise to a presumption that the bidder has made the required good faith or effort; or
- b. Documentation of its good faith effort to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

2. Within 30 days after awarding the contract, a list of all identified subcontractors that the contractor will use on the project.

Failure to file a required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.

F. No subcontractor who is identified and listed pursuant to Subsection (E) of this section may be replaced with a different subcontractor except:

1. If the subcontractor's bid is later determined by the contractor to be nonresponsive or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or
2. With the approval of the Contracting Authority for good cause.

G. Before awarding a contract, the Contracting Authority shall do the following:

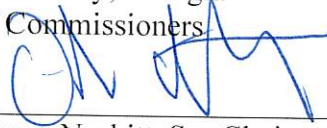
1. Develop and implement a Historically Underutilized Business participation outreach plan to identify Historically Underutilized Businesses that can perform necessary services and to implement outreach efforts to encourage Historically Underutilized Business participation in these projects.
2. At least 10 days prior to the scheduled day of bid opening, notify Historically Underutilized Businesses that have requested notices from the Contracting Authority and Historically Underutilized Businesses that otherwise indicated to the County an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:

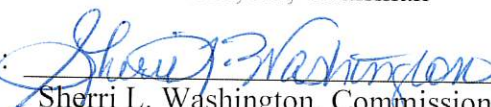
- a. A description of the work for which the bid is being solicited.
- b. The date, time, and location where bids are to be submitted.

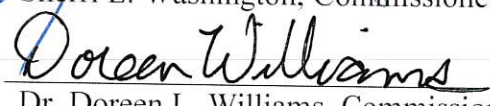
- c. The name of the individual within the public entity who will be available to answer questions about the project.
 - d. Where bid documents may be reviewed.
 - e. Any special requirements that may exist.
- 3. Utilize other media, as appropriate, likely to inform potential Historically Underutilized Businesses of the bid being sought.
- H. The Contracting Authority may designate certain procurement projects or contracts as available for bid and award only to certified Small Business Enterprises. The small business reserve designation for a particular project is discretionary on the part of the Contracting Authority and should be applied only where there is a reasonable expectation that there will be at least three responsible and responsive bids for certified Small Business Enterprises and that the award will be made at a fair market price/value. To obtain a small business reserve program project, the bidding Small Business Enterprise must self-perform a significant percentage of the contracted work (a minimum of 50 percent).
- I. All Contracting Authorities shall award contracts without regard to race, religion, color, creed, national origin, sex, age, or disability status. Nothing in this section shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from Historically Underutilized Business who do not submit the lowest responsible, responsive bid or bids.
- J. Each Contracting Authority shall submit to the Board an annual report demonstrating compliance with this code section.
- K. Nothing herein shall apply to any contracts solicited or awarded before the passage of this code section.
- L. For any projects involving the use of federal funds, no term of this ordinance shall apply if it conflicts with the requirements imposed under federal law for that project.
- M. If any provision or clause of this code section or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this code section which can be given effect without the invalid provision or application, and to this end the provisions of this code section are declared to be severable.
- N. The terms of this ordinance shall expire five years from the date of its enactment if not renewed by the Rockdale County Board of Commissioners.

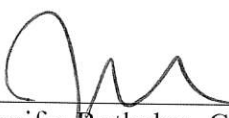
Adopted this 27th day of August, 2024.

Rockdale County, Georgia
Board of Commissioners

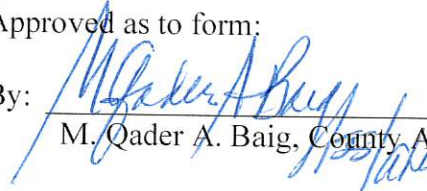
By: 
Osborn Nesbitt, Sr., Chairman

By: 
Sherri L. Washington, Commissioner Post I

By: 
Dr. Doreen L. Williams, Commissioner Post II

Attest:
By: 
Jennifer Rutledge, County Clerk

First Reading: 8/27/2024
Second Reading: waived

Approved as to form:
By: 
M. Qader A. Baig, County Attorney

EQUAL BUSINESS OPPORTUNITY

This document provides guidelines for implementation of the County's Equal Business Opportunity ordinance, which encourages maximization of contracting opportunities with Historically Underutilized Businesses.

I. PURPOSE

The purpose of these policies and procedures is to provide guidelines for implementation of the Rockdale County Equal Business Opportunity ("EBO") ordinance. [Ord. No. 0-2024-11]

II. DEFINITIONS

All terms used herein shall have the definitions provided in the EBO ordinance.

III. EBO MAXIMIZATION GOAL

To maximize contracting opportunities with Historically Underutilized Businesses, Contracting Authorities shall strive for a goal of at least fifteen percent (15%) of contracts being awarded to Historically Underutilized Businesses annually. This goal shall be measured by the total value of work for each County project, including projects done by a private entity on a facility to be leased or purchased by the County.

IV. ADMINISTRATION

- A. Administration of the EBO ordinance shall be done by the Finance department of Rockdale County (the "EBO Administrator").
- B. Prior to solicitation of bids for any project totaling \$100,000 or more, the EBO Administrator must have its Historically Underutilized Business participation outreach plans.
- C. Following solicitation of bids for any project totaling \$100,000 or more, the the EBO Administrator must have on file a report of its compliance with the Historically Underutilized Business participation outreach plan submitted pursuant to subsection B.
- D. The EBO Administrator shall prepare an annual report to the Rockdale County Board of Commissioners detailing all contracts solicited and all contracts awarded pursuant to the EBO ordinance. This report shall include the value of all contracts awarded to Historically Underutilized Businesses or Small Business Enterprises as both prime contractors and subcontractors.

V. CERTIFICATION

- A. To demonstrate a firm's qualifications as a Historically Underutilized Business, Rockdale County will accept:

1. Certification from the State of Georgia, City of Atlanta, or any local, state, or federal government agency;
2. Certification from any private party accredited to provide business certification; or
3. Self-certification as sworn to in a notarized statement or affidavit under penalty of perjury, with any accompanying documentation.

VI. OUTREACH ACTIVITIES

- A. Outreach activities that can be part of a Historically Underutilized Business participation outreach plans include, but are not limited to, the following:
-

1. Attending trade fairs;
2. Hosting business workshops;
3. Hosting pre-bid conferences;
4. Advertising; and
5. Any other activities reasonably likely to increase participation in the bidding process by Historically Underutilized Businesses.

VII. GOOD FAITH EFFORTS

- A. The Contracting Authority shall require bidders to undertake the following good faith efforts, where applicable:
1. Contacting Historically Underutilized Businesses that reasonably could have been expected to submit a quote and that were known to the Contracting Authority lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
 2. Making the plans, specifications and requirements available for review by prospective Historically Underutilized Businesses or providing these documents to them at least 10 days before the bid or proposals are due.
 3. Breaking down or combining elements of work into economically feasible units to facilitate participation by Historically Underutilized Businesses.
 4. Working with organizations for Historically Underutilized Businesses that provide assistance in recruitment of Historically Underutilized Businesses.
 5. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
 6. Negotiating in good faith with interested Historically Underutilized Businesses and not rejecting them as unqualified without sound reasons based on their capabilities.

Any rejection of a Historically Underutilized Businesses based on lack of qualification should have the reasons documented in writing.

7. Providing assistance to an otherwise qualified Historically Underutilized Businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting Historically Underutilized Businesses in obtaining the same unit pricing as the bidder's suppliers to help Historically Underutilized Businesses in establishing credit.
8. Negotiating joint venture and partnership arrangements with Historically Underutilized Businesses to increase opportunities for Historically Underutilized Businesses to participate in County projects when possible.
9. Providing quick pay agreements and policies to enable Historically Underutilized Business contractors and suppliers to meet cash-flow demands.

VIII. SUBCONTRACTING

Every contract awarded pursuant to the process outlines in the EBO ordinance shall include a provision requiring all first-tier subcontractors to comply with the requirements applicable to contractors under the EBO ordinance.

IX. INCORPORATION

A bidder's commitment to abide by the terms of the EBO ordinance, and the good faith efforts it intends to undertake, shall be incorporated into the terms of any contract awarded to that bidder.

X. SMALL BUSINESS ENTERPRISE

A. A Small Business Enterprise may be certified in the following ways:

1. a filed letter or other documentation from the United States Small Business Administration that establishes that the firm is certified as an 8(a) firm, small business enterprise, small disadvantaged business enterprise, or HUBZone firm;
2. a letter or other documentation from the City of Atlanta, MARTA, or Georgia Department of Transportation (GDOT) that establishes that the firm is certified as a DBE; or
3. small business certification from a certifying agency within Georgia that applies the small business size standards consistent with or less than the applicable revenue and employment size standards for small businesses established by the United States Small Business Administration and meets other county criteria related to SBE certification.

XI. REPORTING

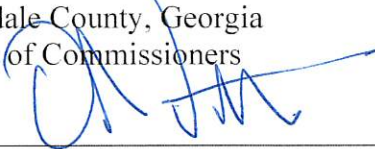
A. The EBO Administrator shall be responsible to provide an annual report to the Contracting Authority which shall include the following:

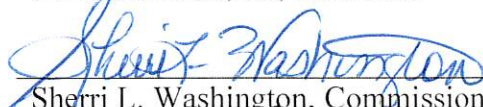
1. A listing of all contracts awarded in in the prior year, including the dollar value of each contract for both prime contractors and subcontractors;
2. For each contract listed, the efforts taken, if any, to award the contract to a Historically Underutilized Business or Small Business Enterprise;
3. Whether each contract was ultimately awarded to a Historically Underutilized Business or Small Business Enterprise; and
4. The value of all contracts awarded to Historically Underutilized Businesses or Small Business Enterprises as both prime contractors and subcontractors.

B. Each contractor must report payments made to the Historically Underutilized Business subcontractors to the County on a monthly basis by no later than the 15th of the month.

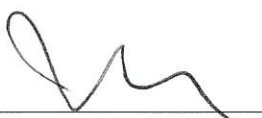
Approved this 27th day of August, 2024.

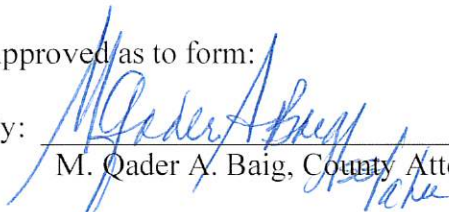
Rockdale County, Georgia
Board of Commissioners

By: 
Osborn Nesbitt, Sr., Chairman

By: 
Sherri L. Washington, Commissioner Post I

By: 
Dr. Doreen L. Williams, Commissioner Post II

Attest: 
By: _____
Jennifer Rutledge, County Clerk

Approved as to form:
By: 
M. Qader A. Baig, County Attorney

BIDDER'S CHECKLIST

_____ **TWO (2) HARDCOPIES (one original, one photocopy) and ONE (1) FLASH DRIVE (containing a copy in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:**

- _____ **Bid Form (See Page 19)**
- _____ **Bid Item Table (See Page 20-22)**
- _____ **All Applicable Affidavit Forms (See Pages 25-30)**
- _____ **Contractor's Qualifications Statement & Questionnaire (See Pages 35-39)**
- _____ **Local Vendor Preference Policy (If Applicable) - (See Page 40)**
- _____ **Subcontractors (See Page 48)**
- _____ **Equal Business Opportunity Forms (See Pages 49-63)**
- _____ **Proof of Business License**
- _____ **Proof of Utility Contractor License**

The purpose of this checklist is to remind bidders of the documents generally required for the bid submittal. It is the bidder's responsibility to include additional documents requested in the bid that may not be shown on the checklist, if applicable.

Note: Performance Bond, Payment Bond, and Proof of Insurance coverage are required after contract award.