

REQUIREMENTS FOR CONTRACTORS FOR WALKER COUNTY

COMPANY NAME _____

OWNER'S NAME _____

PHONE # _____ CELL PHONE # _____

E-MAIL _____

LOCATION ADDRESS _____

MAILING ADDRESS _____

- ATTACH A CERTIFICATE OF LIABILITY INSURANCE FOR A MINIMUM OF \$1,000,000.00
- ATTACH COPY OF WORKERS' COMPENSATION COVERAGE (COVERAGE REQUIRED IF EMPLOY THREE OR MORE PEOPLE) OR SELF-COVERAGE POLICY
- ATTACH COMPLETED W-9
- IF AWARDED, ATTACHED AGREEMENT MUST BE SIGNED
- PROJECT SHALL TERMINATE NO LATER THAN SEPTEMBER 30, 2019.
- **PLEASE PLACE PROPOSAL FEE FORM AS SECOND PAGE AFTER COVER SHEET**

Signature of Contractor

Contract Documents

Walker County Local Maintenance Asphalt Resurfacing Project 2019-1



(Peavine Road, East Long Hollow, Ringgold Road, Five Points Road and Five Points Spur, Osburn Road and Osburn Court, South Dicks Creek Road, South Burnt Mill Road (LaFayette), Dry Valley Road, a section of West Schmitt Road, Glass Mill Road, Jones Road)

Walker County Government

Bid Opening: March 21, 2019, 4:00 p.m. EST

Inquiries

Inquiries regarding this RFP by email to:

j.legge@walkerga.us

Only inquiries received in writing will receive a response. All such written inquiries must be submitted by March 14, 2019, at 12:00 noon. Walker County will publish a response to all inquiries on its website at walkercountyga.gov.

SPECIAL NOTICES **ATTENTION ALL BIDDERS**

All new bidders must fill out and sign IRS Form W-9 and submit it with your bid.

- Contractor is advised that traffic will have to be maintained at all times. Contractor will be required to submit a traffic control plan to show how traffic will be maintained if awarded contract.

Summary - Scope of Work

- Patching, asphalt overlay with tack coat, leveling and striping according to the proposal form item page of Peavine Road, East Long Hollow, Ringgold Road, Five Points Road and Five Points Spur, Osburn Road and Osburn Court, South Dicks Creek Road, South Burnt Mill Road (LaFayette), Dry Valley Road, a section West Schmitt Road, Glass Mill Road, Jones Road until funding from the Transportation Special Local Option Sales Tax (TSPLOST) and Local Maintenance and Improvement Grant (LMIG) is exhausted as determined by the Walker County governing authority.
- Provide perimeter security and erosion control measures throughout duration of the project in accordance with permits. Comply with federal, state and local regulations.
- Provide minimum one (1) year warranty on material & workmanship.
- The project will terminate no later than September 30, 2019, unless the parties agree to an extension.

Quality Assurance Requirements

- Traffic Control: Ensure warning signs are in place in accordance with “The Manual on Uniform Traffic Control Devices (MUTCD) and the specifications that control the project. Check for trained flag-persons and determine if a pilot vehicle is required. Place any traffic control device that may be necessary to warn the public about the construction zone.
- Project Safety: The contractor is solely responsible for maintaining a safe work environment for the duration of the project.
- Acceptance Testing: Ensure compliance with all applicable GDOT specifications; submit required delivery tickets, material samples, and other submittals as required by contract.

Random testing of workmanship and materials may be conducted at the owner's discretion.

- The Contractor shall be responsible for taking corrective action for any notices of violations issued as a result of the Contractors or all subcontractors' actions or performances during this scope of work.

Environmental Controls

- Comply with federal, state and local regulations pertaining to water, air, solid waste, recycling, chemical waste, sanitary waste, sediment and noise pollution.
- Protection of Natural Resources: Preserve the natural resources within the project boundaries or restore to an equivalent condition.
- Temporary Construction: Remove indications of temporary construction facilities, such as haul roads, work areas, structures, stockpiles or waste areas.
- Water Resources: Comply with applicable regulations concerning the direct or indirect discharge of pollutants to underground and natural surface waters.
- Oily Substances: Prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water in such quantities as to affect normal use, aesthetics, or produce a measurable ecological impact on the area.
- Store and service construction equipment at areas designated for collection of oil wastes.
- Dust Control, Air Pollution, and Odor Control: Prevent creation of dust, air pollution and odors.
- Use temporary enclosures and other appropriate methods to limit dust and dirt rising and scattering in air to lowest practical level.
- Store volatile liquids, including fuels and solvents, in closed containers.
- Properly maintain equipment to reduce gaseous pollutant emissions.
- Noise Control: Perform demolition operations to minimize noise.
- Repetitive, high level impact noise will be permitted only between the hours of 7:00 a.m. and 8:00 p.m.

Indemnification and Insurance Requirements

INDEMNIFICATION

Walker County shall be held harmless against any and all claims for bodily injury, sickness, disease or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services, of which, Walker County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, contractor or any subcontractor or any of their agents or employees, or arising from any job-related injury.

The vendor or contractor agrees to indemnify Walker County and pay the cost of Walker County's legal defense, including the fees of attorneys as may be selected by Walker County, for all claims described in the hold harmless clause herein. Such payment on behalf of Walker County shall be in addition to any and all other legal remedies available to Walker County and shall not be considered to be Walker County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the vendor or contractor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

Vendor or contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to Walker County, until final acceptance by Walker County of all products or services covered by the contract, the following types of insurance. Vendor or contractor must have, as a minimum, the following insurance limits: a) Worker's Compensation and Employer's Liability Insurance, statutory limits; b) Comprehensive General Liability Insurance, a total of \$1,000,000 for each occurrence and \$2,000,000 in aggregate; c) Comprehensive Automobile Liability Insurance, a total of \$1,000,000 for each occurrence and \$2,000,000 in aggregate.

THE VENDOR OR CONTRACTOR SHALL PROVIDE CERTIFICATE OF INSURANCE TO WALKER COUNTY DEMONSTRATING THE AFOREMENTIONED INSURANCE REQUIREMENTS HAVE BEEN MET PRIOR TO THE COMMENCEMENT OF WORK UNDER THE CONTRACT.

The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover Walker County Government as an additional insured and must reference specific project by name and that these policies may not be canceled or modified without thirty (30) days prior written notice to Walker County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor or contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor or contractor.

Surety and insurance companies must have an AM Best rating of A-10 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements.

Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Walker County as to form and content has been filed. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute. The Contractor shall agree to waive all rights of subrogation against Walker County, their officers, officials, employees, and volunteers from losses arising from work performed by the Contractor for Walker County. The Contractor shall make available, through its records or records of their Insurer, information regarding a specific claim. Any loss run

information available from the contractor or their insurer will be made available to Walker County upon request.

Terms and Conditions

All Proposals and supporting materials as well as correspondence relating to this RFP become property of Walker County when received. Any proprietary information contained in the submittal should be so indicated. However, a general indication that the entire contents, or a major portion of the Proposal is proprietary will not be honored.

- All applicable State of Georgia and Federal Laws, County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondent, the Contractor and Project throughout and are hereby incorporated herein as if fully stated. The Agreement with the Contractor, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- Professionals requiring special licenses must be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
- Sub-Contractors as part of the project team must be clearly identified in the submittal, including roles, resumes of key personnel and project references. The contractor is responsible for obtaining E-verify Affidavits from his subs and submitting verification to Walker County prior to executing contract with subcontractor.
- The project involves paving the roads as specified herein:

ROAD NAME	BEGINNING	ENDING	APPROXIMATE LENGTH (Miles)
Peavine Road	Catoosa/Walker border	Kay Conley	2.95
East Long Hollow	Peavine Road	Long Hollow Road	0.70
Ringgold Road	Round Pound Road	Lake Howard	3.10
--also--	Veeler Road	SR 95	-
Five Points Road	SR 341	Lee-Gordon Mill Road	0.80
Five Points Spur	SR 341	Dead End	0.20
Osburn Road	Five Points Road	Hwy 27	1.82
Osburn Court	Osburn Road	Dead End	0.20
South Dicks Creek Road	Richardson Road	SR 136	6.05

South Burnt Mill Road	Stanfield Drive	SR 193	2.24
Dry Valley Road	Happy Valley Road	West Schmitt	2.79
West Schmitt Road	Dry Valley Road	South Burnt Mill Road	0.45
Glass Mill Road	Old LaFayette Road	Old Bethel Road	1.10
Jones Road	Hwy 27	Center Grove Road	1.05

- Contractor shall work with the Public Works Director and the Walker County governing authority to determine the order and schedule for paving each road pending available funds and utility work.
- The project shall terminate upon the earlier of: (1) the exhaustion of funding from the Transportation Special Purpose Local Option Sales Tax (TSPLOST) and Local Maintenance and Improvement Grant (LMIG) as determined by the Walker County governing authority; (2) all roads being paved; or (3) September 30, 2019, unless the parties agree upon an extension of the deadline.
- Walker County reserves the right to reject any and all bids.

Form of Bid and Requirements

- All bids must be submitted in hard copy, one original and two copies by no later than 3:45 p.m. local time on March 21, 2019 at the Commissioner’s office located at 101 South Duke Street, LaFayette GA 30728. Submittals received after this time and date will not be considered.
- The envelope shall state “SEALED BID - PAVING PROJECT” to prevent accidental opening.
- Copies of the contract documents, including bidding documents and requirements may be obtained at the Walker County Commissioner’s office or online at walkercountyga.gov under the Public Notices section.
- Bids shall include the attached documentation including:
 - Cover letter with name, address and telephone number of the firm or firms submitting the qualification statement (with references of prior similar projects from the past five years.)
 - Completed Affidavit of Non-Collusion attached hereto
 - Proof of Liability Insurance as required herein
 - Completed Affidavit of Contractor’s E-Verify Compliance and any applicable Affidavit for subcontractors
 - Current business license and / or occupational tax certificate
 - Contractor’s License / Permits as applicable
 - Proposal Fee Form

- Sealed bids will be opened in public at 4:00 p.m. on March 21, 2019, at the Walker County Commissioner's Office at 101 South Duke Street, LaFayette, Georgia.
- Contract will be awarded at the Sole Commissioner's regular meeting at 6:00 p.m. on March 28, 2019. The meeting will be held in the Walker County Courthouse Annex III, 201 South Main Street, LaFayette, Georgia.
- After contract is awarded and before paving begins, a site visit with the Public Works Director or designee may be required on some roads listed in this project, as determined by the Public Works Director and/or the Sole Commissioner.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: Walker County Local Maintenance Asphalt Resurfacing Project 2019-1

Contractor's Name: _____

**STATE OF GEORGIA
CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Walker County has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

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

EEV / E-verify™ User Id (Account) Number

Date of Authorization

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

Notary Public

My Commission Expires: _____

*any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: Walker County Local Maintenance Asphalt Resurfacing Project 2019-1

Contractor's Name: _____

**STATE OF GEORGIA
SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Walker County has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

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

EEV / E-verify™ User Id (Account) Number

Date of Authorization

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

Notary Public

My Commission Expires: _____

*any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

WALKER COUNTY AFFIDAVIT OF NON-COLLUSION

SCOPE OF WORK: Patching, asphalt overlay with tack coat and levelling according to the proposal fee form items page, with additional patching and leveling of roads specified in Terms and Conditions.

LOCATION: Walker County, Georgia

STATE OF: _____

COUNTY OF: _____

Being first duly sworn, deposes and says that he / she is

(sole owner, partner, president, secretary, etc. . . .)

The party making the foregoing Proposal; that such Proposed Fee is genuine and not collusive; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with another Respondent or person, to put in a sham Proposal, or that such other person shall refrain from responding to the Request for Proposals, and has not in any manner, directly or indirectly, sought by agreement or collusion, or any communication, or conference, with any person to fix the amount of bids of affiant or any other Respondent, or to fix any overhead, profit, or cost element of said amount of bids, or of that of any other Respondent, or to secure an advantage against Walker County or any other person interested in the proposed contract; and that all statements contained in said Proposal are true, and further, that such Respondent has not directly or indirectly submitted this Proposal, or contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

WALKER COUNTY PROPOSAL FORM

SCOPE OF WORK: Patching, asphalt overlay with tack coat, levelling and striping according to this proposal form page of roads specified in the Terms and Conditions.

The unit prices listed below cover the cost of work and materials in place, including all materials, equipment, labor (including signage and traffic control), taxes, supervision, layout, overhead and profit, maintenance and guarantee to render the same complete.

No.	Item	Unit	Unit Price
10	<ul style="list-style-type: none"> ● 9.5 mil Superpave Asphalt ● Laid at 220 lbs. per square yard ● Tack coat put down before each layer of asphalt at the rate of .05 gallons per square yard 	TN	\$
20	19 mil DCCP patch (including removal and replacement)	TN	\$
30	Yellow striping to be paint and beads	LM	\$
40	White striping to be paint and beads	LM	\$
50	24" Thermo plastic stop bar per each	EA	\$

(GA = Gallon, LM = Linear Mile, EA = Each, TN = Ton)

THIS PROPOSAL SHALL REMAIN EFFECTIVE FOR _____ DAYS.

COMPANY NAME: _____

ADDRESS: _____

CONTACT: _____ CELL: _____

EMAIL: _____