

# Contract Documents

## Walker County Roofing Project 2023-01



Walker County Government

Bid Opening: January 3, 2023, 3:00 p.m. EST

## **Inquiries**

Inquiries regarding this RFP by email to:

[j.legge@walkerga.us](mailto:j.legge@walkerga.us)

Only inquiries received in writing will receive a response. All such written inquiries must be submitted by December 16, 2022, at 12:00 noon. Walker County will publish a response to all inquiries on its website at [walkercountyga.gov/public-notices](http://walkercountyga.gov/public-notices).

## **SPECIAL NOTICES** **ATTENTION ALL BIDDERS**

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

### **Summary - Scope of Work**

- Provide all setup, safety, required to meet OSHA regulations
- Furnish all materials and labor to install the below specified roof system to satisfy all manufacturers requirements for the warranty terms requested
- Removal and disposal of all old roofing materials and debris from the project
- Install synthetic felt
- Replace all ridge vents
- Install Drip Edge, Ice & Water Shield per Georgia State Code
- Install architectural style shingle with a 50-year manufacturer warranty. The TPO roofing is excluded from this project. Only the shingle roofing needs replaced.
- If needed: provide price per sheet 4' x 8' decking replacement/installed
- Provide a contractor's five (5) year workmanship warranty on all work performed.
- The project will be completed 21 days (February 3, 2023) after being given a Notice to Proceed, with a day for day credit for rain events.

### **Specifications**

This project will consist of the above scope for roof replacement at the Walker County Local Government Services Building, 122 Highway 95, Rock Spring, GA.

**On site inspection can be made on Thursday, December 15 at 10:00 a.m. and 2:00 p.m.**

### **General Conditions**

#### **A. Qualifications**

1. Bids will be considered only from experienced and well-equipped Contractor(s) engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle his or her company for consideration as a responsible contractor. A list of work of similar

character successfully completed within the last two years may be required giving the location, size and listing of equipment available for use on this work. Before accepting any bid, Walker County may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

3. No bid may be withdrawn for a period of 45 days after bids are opened.

#### **B. Guarantee to Accompany Bid**

1. Bid bond no required for this project.

#### **C. Rights Reserved**

1. Walker County reserves the right to reject any and all Bids, to waive informalities or to re-advertise. It is understood that all Bids are made subject to this agreement, that Walker County reserves the right to decide which Bid it deems lowest and best. In arriving at this decision, full consideration will be given to the reputation of the Bidder, their financial responsibility, and work of this type successfully completed and past performance with Walker County.
2. Bidders are advised to make examinations of the site of the proposed work as are necessary to familiarize themselves with location conditions, which may affect the proposed work.

#### **D. Award of Contract**

1. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to the County, price, commitment to complete work on a timely basis and other factors. The County is to make the determination.
2. Prior to award of the Contract, the successful bidder will be required to submit a construction schedule to the County, demonstrating the bidder's ability to commence and proceed in a timely manner. A bidder's failure to demonstrate the ability to proceed as required may result in the award to the next lowest, responsive and responsible bidder, as deemed in the County's best interest.

#### **E. Production Requirements & Payment**

1. Time is of the utmost importance of this project. The successful bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed, and must carry on with utmost diligence in order to complete the work by February 3, 2023.
2. Payment for services rendered will be paid in full within five (5) business days of project completion and acceptance of the work by Walker County.

#### **F. Form of Bid and Requirements**

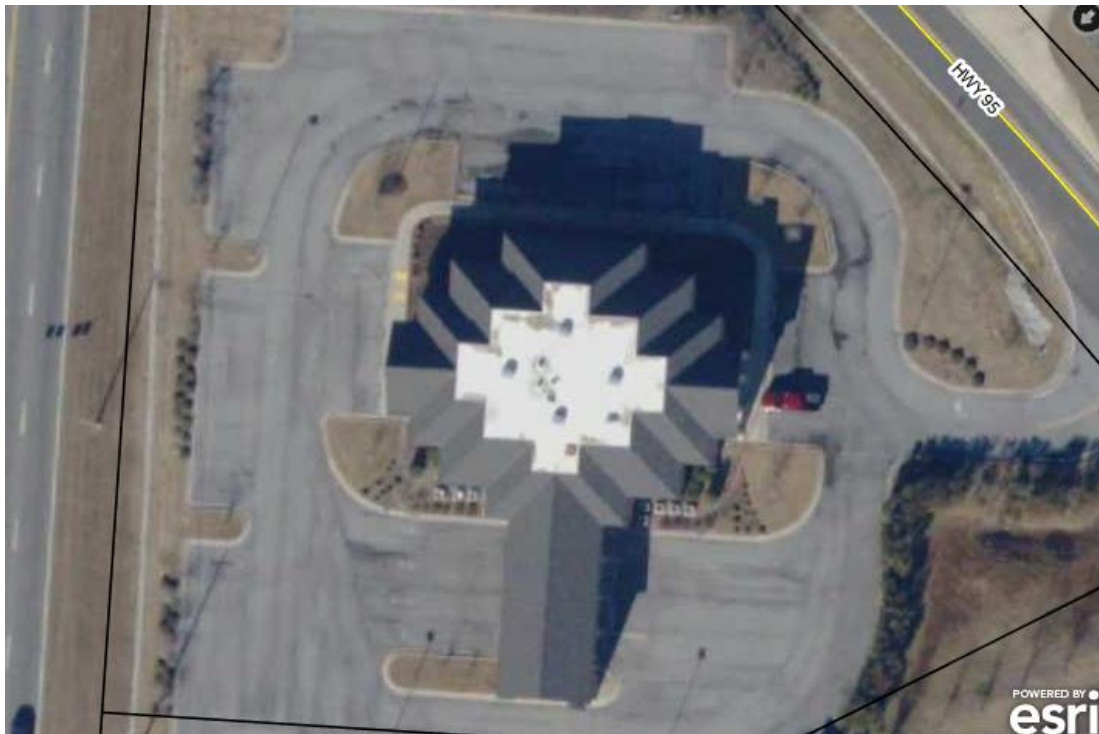
- All bids must be submitted in hard copy, one original and two copies by no later than 2:45 p.m. local time on January 3, 2023 at the Walker County Board of Commissioner's office

located at 101 South Duke Street, P.O. Box 445, LaFayette GA 30728. Submittals received after this time and date will not be considered.

- The envelope shall state “SEALED BID – ROOFING PROJECT” to prevent accidental opening.
- 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 3:00 p.m. on January 3, 2023, at the Walker County Board of Commissioner’s Office at 101 South Duke Street, LaFayette, Georgia.
- Contract will be awarded at the Board of Commissioner’s regular meeting at 7:00 p.m. on January 12, 2023. The meeting will be held in the Walker County Courthouse Annex III, 201 South Main Street, LaFayette, Georgia.

## G. Location and Site

1. The site of the proposed work is 122 Highway 95, Rock Spring, GA.



2. The Contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as indicated or as directed by the Department of Facilities Management.
3. The Contractor, before submitting a bid is required to visit the site, and acquaint himself with the actual conditions and the location of any and/or all obstructions that may exist on the site.
4. The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.
5. Contractor is allowed to work dawn to dusk any day of the week (Sunday-Saturday) and must maintain operations for one drive-thru lane at the building.

## **H. Indemnification and Insurance Requirements**

1. 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 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.

2. 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, 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.

## **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 Worker's Compensation and General 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 projects 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.

Surety and insurance companies must have an AM Best rating of A-5 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.

No Contractor 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 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.
- Walker County reserves the right to reject any and all bids.

**BID PACKET CHECKLIST FOR WALKER COUNTY ROOFING PROJECT 2023-01**

COMPANY NAME \_\_\_\_\_

OWNER'S NAME \_\_\_\_\_

PHONE # \_\_\_\_\_ CELL PHONE # \_\_\_\_\_

E-MAIL \_\_\_\_\_

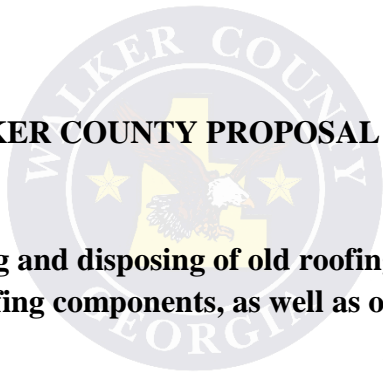
LOCATION ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

You must return the following information to be eligible for consideration of this project:

- \_\_\_\_\_ THREE HARD COPIES OF BID
- \_\_\_\_\_ PROPOSAL FORM
- \_\_\_\_\_ CERTIFICATE OF LIABILITY INSURANCE
- \_\_\_\_\_ WORKERS' COMPENSATION COVERAGE OR SELF-COVERAGE POLICY
- \_\_\_\_\_ E-VERIFY CONTRACTOR & "SAVE" PUBLIC BENEFIT AFFIDAVITS
- \_\_\_\_\_ AFFIDAVIT OF NON-COLLUSION
- \_\_\_\_\_ REFERENCES
- \_\_\_\_\_ COMPLETED W-9 (if applicable)

**WALKER COUNTY PROPOSAL FORM**



**SCOPE OF WORK: Removing and disposing of old roofing materials and debris, installing new shingles and roofing components, as well as other items specified in the Scope of Work.**

**THIS PROPOSAL SHALL REMAIN EFFECTIVE FOR 45 DAYS.**

**LUMP SUM BASE BID \$** \_\_\_\_\_

**4' X 8' DECKING PRICE \$** \_\_\_\_\_

*PER SHEET REPLACEMENT/INSTALLATION (if needed)*

**EXPECTED COMPLETION DATE IF AWARDED:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT:** \_\_\_\_\_

**CELL:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_







**GEORGIA SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS AFFIDAVIT**

Contract No. and Name: Walker County Roofing Project 2023-01

Instructions: As required by Georgia Security and Immigration Compliance Act of 2006, as amended, every agency administering or providing Public Benefits is responsible for requiring that applicants for public benefits execute a sworn affidavit verifying the applicant’s lawful presence in the United States (Ga. Code 50-36- 1(f)(2). The applicant shall execute this affidavit in front of a Notary and return it to the county along with the associated application, renewal form, contract, bid packet, or other applicable document.

By executing this affidavit under oath, as an applicant for \_\_\_\_\_ (Occupational Tax license or Alcoholic Beverage license or any other Public benefit) as referenced in O.C.G.A. § 50-36-1, from Walker County, the undersigned applicant verifies one of the following with respect to my application for public benefit. (Please check one)

- 1) \_\_\_\_\_ I am a United States citizen. (REQUIRES VERIFICATION AT SUBMISSION)
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant has also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by Georgia Law O.C.G.A § 50-36-1(f) (1) A complete list of secure and verifiable documents on back of this form.

**REQUIRES VERIFICATION AT SUBMISSION** – Which type of secure and verifiable document was provided with this affidavit? \_\_\_\_\_

**In making the above representation under oath, I understand that any person who knowingly and willfully who makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.**

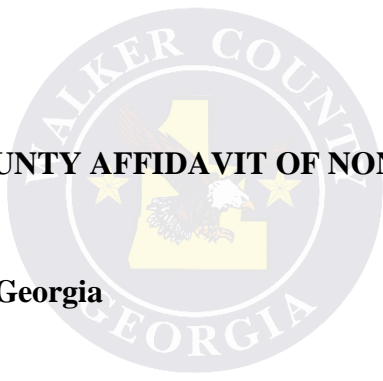
I, \_\_\_\_\_ (representative for) \_\_\_\_\_  
(Printed NAME of individuals and natural person) (Name of BUSINESS, corporation, partnership, etc.)

\_\_\_\_\_  
(Signature of Applicant) (Date)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

Executed in \_\_\_\_\_ (City/County), \_\_\_\_\_ (State)

\_\_\_\_\_  
Notary Public My Commission Expires \_\_\_\_\_



**WALKER COUNTY AFFIDAVIT OF NON-COLLUSION**

**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.

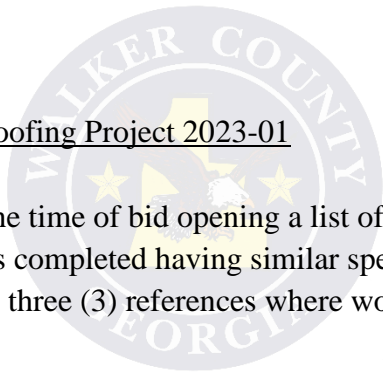
\_\_\_\_\_  
Affiant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



References for Walker County Roofing Project 2023-01

The Contractor must provide at the time of bid opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specification within northwest Georgia. Walker County requests three (3) references where work of a similar size and scope has been completed.

1. Company Name: \_\_\_\_\_  
Description of Project: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email address: \_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Description of Project: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email address: \_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Description of Project: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email address: \_\_\_\_\_