

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Project 2021-13 Culvert Replacement Contract Award

DATE: June 02, 2021

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

SPLOST VII- \$102,500

COMMISSION ACTION REQUESTED ON: June 21, 2021

PURPOSE: The purpose of this agenda item is to award Project No. 2021-13 to Wilcorp Inc.

BACKGROUND / HISTORY:

The cross-drain pipe on Yeoman Lake Rd. needs to be upgraded to prevent headwater conditions during heavy rainfall events. The single existing 60" CMP pipe needs to be replaced with four (4) 60" HDPE pipes. Additionally, a cross-drain pipe on Soque Wilderness Rd. is failing and needs replaced. Given the growing backlog of maintenance work orders in the Road Department, bids were assembled and advertised to secure an outside contractor to assist with the project.

Bids were received on May 21, 2021, and Wilcorp was the sole bidder at \$102,500. The scope of the bid involves the contractor removing and replacing pipes with the county purchasing materials directly. This structure allows for the county to capture savings as it relates to material taxes and markups. Staff recommends awarding the project to Wilcorp so that the project can get underway.

FACTS AND ISSUES:

- Two roads need immediate drainage upgrades
 - With a growing back log of maintenance work, Road Department staff need outside assistance
 - Bids were advertised and received with Wilcorp Inc., being the sole bidder at \$102,500
 - Project completion date is August 27, 2021
-
-

OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
-
-

RECOMMENDED SAMPLE MOTION: Motion to award Project No. 2021-13 Culvert Replacement to Wilcorp, Inc.

DEPARTMENT:

Prepared by: Derick Canupp

Director: Derick Canupp_____

ADMINISTRATIVE

COMMENTS:_____

_____ **DATE:** _____

County Manager

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*

Wilcorp, Inc.
215 Coats Drive
Toccoa, GA 30577

SURETY:*(Name, legal status and principal place of business)*

Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, Texas 77024

OWNER:*(Name, legal status and address)*

Habersham County
130 Jacob's Way, Suite 227
Clarksville, GA 30523

BOND AMOUNT: FIVE PERCENT (5%) OF TOTAL AMOUNT BID

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:*(Name, location or address, and Project number, if any)*

2021-13 Culvert Replacement Habersham County
Remove and replace culvert pipes on Yeomen Lake Rd. and Soque Wilderness Rd

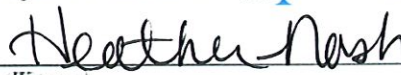
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of May 2021.


(Witness)


(Witness)

Wilcorp, Inc.

(Principal)

(Type)

(Signature)

Great Midwest Insurance Company

(Surety)

(Type)

(Signature) Rachel Fell, Attorney-in-Fact

Init.

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POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

CHANCEY J. SHEPHERD, RACHEL FELL, KAYLAN FILA, BRITTANY TRIPLETT, JOSH BRIDGES, FELISA H. VAUGHAN

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

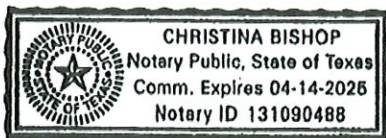
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 21st Day of May, 2021.



BY _____

Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



Office of County Commissioners
130 Jacob's Way, Suite 337, Clarkesville, GA 30523
706-839-0200 Fax: 706-839-0219
www.habershamga.com

REQUEST FOR BIDS

PROJECT NO. 2021-13 CULVERT REPLACEMENT

PROPOSALS DUE:

Friday May 21, 2021
10:00am EST

SUBMIT BIDS TO:

Purchasing-Finance Department
"Project No. 2021-13 Culvert Replacement"
Habersham County
130 Jacob's Way
Suite, 302
Clarkesville, GA 30523
purchasing@habershamga.com
(706) 839-0200



Office of County Commissioners
Project No. 2021-13 Culvert Replacement
Proposal Due Friday, May 21, 2021
10:00 AM EST

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PROJECT DESCRIPTION AND GENERAL NOTES

PROJECT NO.: **2021-13 Culvert Replacement** Habersham County

PROJECT SCOPE: Remove and replace culvert pipes on Yeomen Lake Rd. and Soque Wilderness Rd.

PROPOSAL GUARANTY: Not less than five (5) percent of the total bid.

Performance and Payment Bonds each in a sum equal to the full amount of the bid will be required for this project.

No proposal shall be withdrawn for a period of sixty (60) days from date of bid opening.

Bidder shall enter all unit prices, make all extensions, and total bid.

PROJECT COMPLETION DATE: **August 27, 2021**

NOTE: All work on this project shall be in accordance with Plans, if any, Special provisions and the 2013 edition of the Georgia Department of Transportation Standard Specifications and current edition of any applicable Supplemental Specifications. The bidding contractor will be required to self-perform 75% of the work.

Addendums	Signature
Addendum 1	
Addendum 2	
Addendum 3	
Addendum 4	
Addendum 5	

RFP Timetable

Description	Date
RFP Released	Wednesday, April 21, 2021
Pre-Bid Conference	N/A
Deadline for Proposal Questions	Friday, May 14, 2021 at 2:00pm, EST
Submittal deadline	Friday, May 21, 2021 at 10:00am, EST
Tentative award date	Monday, June 21, 2021
Project Completion Date	August 27, 2021

Bid Submittal Requirements

Each bidder must submit their proposal, in a sealed envelope or box, and marked with the bidders' name and address labeled: **"2021-13 Culvert Replacement"** and addressed to:

Habersham County Purchasing,
Finance Department
130 Jacob's Way, Suite 302
Clarksville, GA 30523

Proposals shall be received no later than **10:00 AM EST, Friday, May 21, 2021** at Habersham County's Administration Building, Board of Commissioners Meeting Room, Room No. 211 located on the main level at 130 Jacob's Way, Clarksville, GA 30523 at which time and place all proposals will be publicly opened and acknowledged.

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Habersham County Government. For a complete listing of holidays please visit www.habershamga.com.

SPECIAL PROVISIONS

PROPOSAL GAURANTY: No proposal will be considered unless accompanied by a Proposal Guaranty consisting of a bid bond, certified check, or negotiable instrument in the amount of **Five (5) Percent** of the total bid received with each bid submitted as assurance that the bidder, upon acceptance of his/her bid, can execute such contractual documents as may be required within a specified period of time.

DELIVERY OF PROPOSAL: Each proposal together with the Proposal Guaranty shall be in a sealed envelope so marked as to identify the contents without being opened. Proposals will be received until the time and date set in the Notice to Contractors for opening and must be in the hands of the officials indicated by that time. Proposals received after the time established for opening of bids will be returned unopened to the Bidder.

AWARDS OF CONTRACT: If a contract is awarded, it will be awarded to the lowest responsible bidder whose Proposal shall have met all prescribed requirements. The Contract will be awarded, if at all, within 60 calendar days after opening of Proposals.

CANCELLATION OF AWARD: The County reserves the right to cancel the Award of any Contract at any time before the execution of said Contract by all parties without any liability against the County.

RETURN OF PROPOSAL GUARANTY: All Proposal Guaranties except that of the lowest responsible Bidder will be returned immediately following the Award of the Contract. The Guaranty of the successful Bidder to whom the Award is made will be retained until the Contract Performance and Payment Bonds have been approved.

REQUIREMENTS OF PERFORMANCE AND PAYMENT BONDS: At the time of the execution of the Contract, and as part thereof, the successful Bidder shall furnish Performance and Payment Bonds each in the sum equal to 100 percent of the Contract. The Bonds shall be executed by the Contractor and a Surety Company acceptable to the County and authorized to do business in the State of Georgia. In the event the bond is furnished by an out-of-state agent, it shall be countersigned by a Georgia resident agent in accordance with laws of Georgia.

INSURANCE: All bidders must furnish proof of liability insurance as well as worker's compensation as required by state statutes

PAYMENTS: Payment will be made to the contractor each calendar month based on the estimated amount of work complete in place.

NOTICE TO PROCEED: The work shall begin within 10 days after notification to begin work by the County and shall be carried through to completion without unreasonable delays and without suspension of the work unless authorized in writing by the County. If there are unreasonable delays or unauthorized suspensions of the work, The County reserves the right to charge the Contractor, not as a penalty, but as liquidated damages as prescribed by the current edition of the Georgia Department of Transportation Standard Specifications.

RETAINAGE: Retainage will be withheld at the rate of five (5) percent of the monetary value of the work completed until the project has reached Fifty (50) percent complete. At that time the retainage may be reduced to two and one half (2 ½) percent if the status of the work is satisfactory and approved by the Director. Retainage will not accrue interest. Final Payment of the amounts withheld will not be made until the project has been satisfactorily completed and accepted by Habersham County.

SECTION-107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC:

Delete Sub-Section 107.15 and Substitute the following:

107.15 RESPONSIBILITY FOR CLAIMS: The contractor shall indemnify and save harmless the County, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safe-guarding THE WORK; or through use of unacceptable materials in constructing THE WORK; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered from any infringements or patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be withheld for use of the County; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

SECTION 108.08 FAILURE OR DELAY IN COMPLETING THE WORK ON TIME:

Any Liquidated Damages Assessed by the County for failure or delay in completing the Work on time shall be in accordance with Section 108.08 of the latest edition of the Georgia Department of Transportation Standard Specifications.

SECTION 150 – TRAFFIC CONTROL DURING CONSTRUCTION:

Habersham County will install a detour at both project locations.

SECTION 161 – CONTROL OF EROSION AND SEDIMENTATION:

Modification of the current edition of the Georgia Department of Transportation Standard Specifications. Retain as written and add the following:

All erosion control items not covered elsewhere in the contract shall be the responsibility of the contractor to meet the requirements of Chapter 7 of Title 12 of the Official Code of Georgia Annotated, the Erosion and Sediment Control Act of 1975, as amended.

INSURANCE REQUIREMENTS:

The Limits of Liability for the insurance by the General Conditions shall not be less than the following amounts:

A. WORKERS COMPENSATION:

(1) State	<u>Statutory</u>
(2) Applicable Federal (e.g. Longshoreman's)	<u>Statutory</u>
(3) Employer's Liability	<u>\$1 Million</u>

B. Comprehensive General Liability (including Contractual Liability, Premises-Operations; Independent Contractor's Protective; Products Liability - Completed Operations; Broad Form Property Damages):

(1) General Aggregate (Except Products – Completed Operations)	<u>\$2 Million</u>
(2) Products – Completed Operations Aggregate	<u>\$1 Million</u>
(3) Personal and Advertising Injury (per Person/Organization)	<u>\$1 Million</u>
(4) Each Occurrence (Bodily Injury)	<u>\$25,000</u>
(5) Each Occurrence (Property Damage)	<u>\$50,000</u>

- | | |
|----------------------------------|--------------------|
| (6) Excess or Umbrella Liability | <u>\$3 Million</u> |
| a. General Aggregate | <u>\$3 Million</u> |
| b. Each Occurrence | <u>\$3 Million</u> |

NOTICE TO ALL BIDDERS: Certificates of Insurance must be available at the time contract is signed by the Board of Commissioners.

Questions, Interpretations and Addenda

No inquiries or interpretation of meaning concerning this Request for Bids will be made to any interested party orally. Every inquiry or request for interpretation should be made in writing via e-mail. All inquiries and requests for interpretation should be sent via e-mail to Purchasing at purchasing@habershamga.com all questions and all answers will be posted on the website www.habershamga.com. **It will be the responsibility of interested parties to periodically check the website for any new information and/or addenda.**

INSURANCE

ALL BIDDERS MUST FURNISH PROOF OF LIABILITY INSURANCE, WORKER'S COMPENSATION LIABILITY INSURANCE, AND ANY OTHER INSURANCE REQUIRED BY APPLICABLE STATE, FEDERAL, AND ADMINISTRATIVE LAW.

Such proof shall be submitted with the bid/proposal and show evidence of insurability satisfactory to Habersham County as to form and content. If the bid is selected by the County, the Bidder must maintain, at a minimum, the insurance policies and minimums indicated in the selected bid. If the Bidder maintains broader coverage and/or higher limits than shown in the bid, Habersham County shall be entitled to coverage for the higher limits maintained by the Bidder.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Habersham County. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Bidder shall provide written notice to Habersham County immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered.

Certificates of Insurance are to list Habersham County Government, its' Officers, Officials and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability). This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Habersham County. If Habersham County shall so request, the Bidder will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The obligations for the Bidder to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Bidder from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.



Pipe Location

Yeoman Lake Rd. General Notes
 Excavate and stockpile material.
 Remove Existing 60" CMP.
 Install 240 LF of 60" HDPE (4 Runs).
 Backfill and compact soils.
 Construct Rip Rap Headwalls at inlets & outlets. Cover voids with flowable fill concrete.
 If necessary, Miter exposed HDPE pipe.
 Install Rip Rap outlet protection.
 Backfill top 12" with GAB in 2 equal lifts.
 Achieve permanent vegetation.
 Paving by others.

Project No. 2021-13 Culvert Replacement Habersham County

Item Description	Unit	Qty	Unit Price	Extended Item Cost
Mobilization	LS	1	35,000. ⁰⁰	35,000. ⁰⁰
Soque Wilderness Rd. (All Work In Place & Complete)	LS	1	28,750. ⁰⁰	28,750. ⁰⁰
Yeomen Lake Rd. (All Work In Place & Complete)	LS	1	38,750. ⁰⁰	38,750. ⁰⁰

TOTAL BASE BID 102,500.⁰⁰ *one hundred + two thousand five hundred dollars*

Submitted By: WILCORP INC.
Name of Corporation, Partnership, Individual

Address: 215 COATS DR.
TOCCOA, GA 30577

John Fincher
Signature of Duly Authorized Representative

SIGNATURE SHEET

PROJECT NO.: **2021-13 Culvert Replacement**
HABERSHAM COUNTY

BID SUBMITTED

BY: _____ WILCORP INC.
(Print Name of Firm)

CONTRACT EXECUTED ON BEHALF OF THE CONTRACTOR:

This the 10TH Day of MAY, 2021

BY: _____ JOSEPH WILBANKS _____ TITLE OWNER/PRESIDENT
Printed Name of Official Signing Contract

WITNESS FOR THE
CONTRACTOR _____

John Fincher

.....
CONTRACT EXECUTED ON BEHALF OF HABERSHAM COUNTY:

This the _____ Day of _____, 2021

BY: _____
Habersham County Commission Chairman

WITNESS FOR THE
COUNTY _____

CONTRACT ACCEPTED BY THE COUNTY ON _____, 2021

ATTEST: _____ COUNTY COMMISSION CLERK

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the requirements.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form will be provided before the commencement of any work.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **Friday, May 21, 2021** at 10:00 a.m. but may not be withdrawn after such date and time.

That Habersham County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. Habersham County reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that Habersham County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

JOSEPH WILBANKS	OWNER/PRESIDENT
_____ Name	_____ Title
_____ Name	_____ Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Habersham County. The bidders may be declared, by Habersham County, ineligible for further contracts with Habersham County until satisfactory proof of intent to comply shall be made by the vendor. The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

WILCORP INC.

BIDDER

John Fincher

SIGNATURE

PROJECT MANAGER

TITLE

CONTRACTOR'S CERTIFICATON

DRUG- FREE WORKPLACE

STATE OF GEORGIA
HABERSHAM COUNTY

PROJECT NO. 2021-13 CULVERT REPLACEMENT

I hereby certify that I am a principle and duly authorized representative of

WILCORP INC.

Whose address is 215 COATS DR. TOCCOA, GA 30577

And that:

1. The provisions of Section 50-24-1 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the contractor's employee's during the performance of the contract ; and,
3. Each subcontractor hired by the Prime Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Prime Contractor shall secure from the subcontractor the following written certification: "As a part of the subcontracting agreement with WILCORP INC. certifies to the Prime Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia annotated Section 50-24-3": and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale distribution, possession, or use of an uncontrolled substance or marijuana during the performance of the contract.

Date: 05-10-2021

John Fincher
Signature

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any member of their firm, have in any way, directly or indirectly, entered into any arrangement or agreements with any other bidder, or with any public officer of the County whereby such affiant or affiants or either of them, has paid or is to pay to such bidder or public officer any sum of money, or has given, or is to give to such other bidder or public officer anything of value whatever; or such affiant or affiants or either of them has not, directly or indirectly; entered into any arrangement or agreement with any other bidder(s), which tends to, or does lessen or destroy free competition in the letter of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any understanding or agreement of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Contractor: WILCORP INC.

By: JOHN FINCHER
Authorized Contractor Representative

This the 10 Day of May, 2021

Notary Public: Heather Nash

My Commission Expires: 2/10, 2024



Office of County Commissioners
130 Jacob's Way, Suite 337, Clarkesville, GA 30523
706-839-0200 Fax: 706-839-0219
www.habershamga.com

STATE OF GEORGIA  PROGRAM VENDOR/CONTRACTOR
AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies it's compliance with O.C.G.A 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Habersham County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date are as follows:

972321

EEV / Basic Pilot Program User ID Number (E-Verify)

FURTHER AFFIANT SAYETH NOT.

John Fincher

BY: Authorized Officer or Agent Signature

215 COATS DR.

Contractor Address

PROJECT MANAGER

Title of Authorized Officer or Agent of Contractor Above

WILCORP INC.

Company / Contractor Name

TOCCOA, GA 30577

Contractor City, State, Zip Code

Date of Contract between Contractor and Habersham County

Sworn to and subscribed before me

This 10 day of May, 2021

Heather Nash
Notary Public

My commission expires: 2/10/2024



**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Wilcorp Inc	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 215 Coats Drive City, state, and ZIP code Toccoa GA 30577 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

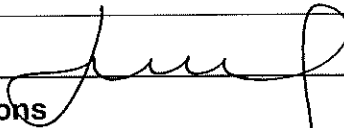
Social security number								
			-				-	
Employer identification number								
4	6	-	5	1	0	3	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 5/10/2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

PROJECT GENERAL NOTES

NOTE 1:

Habersham county will provide the following materials and/or services:

- Road detour and associated maintenance.
- All required pipes. Pipes will be delivered near project locations.
- All required aggregate. Habersham County will directly pay the quarry. The contractor will be responsible for hauling material from quarry to the project site.
- Necessary flowable fill concrete. Habersham County will directly pay the concrete provider. The contractor will coordinate delivery of the concrete.
- Asphalt paving

NOTE 2:

The contractor will provide all necessary equipment, labor, and materials not outlined in Note 1. The contractor will be required to protect any existing utilities.

NOTE 3:

The contractor will be responsible for determining a stockpile location(s) and install necessary BMP's to prevent erosion.

NOTE 4:

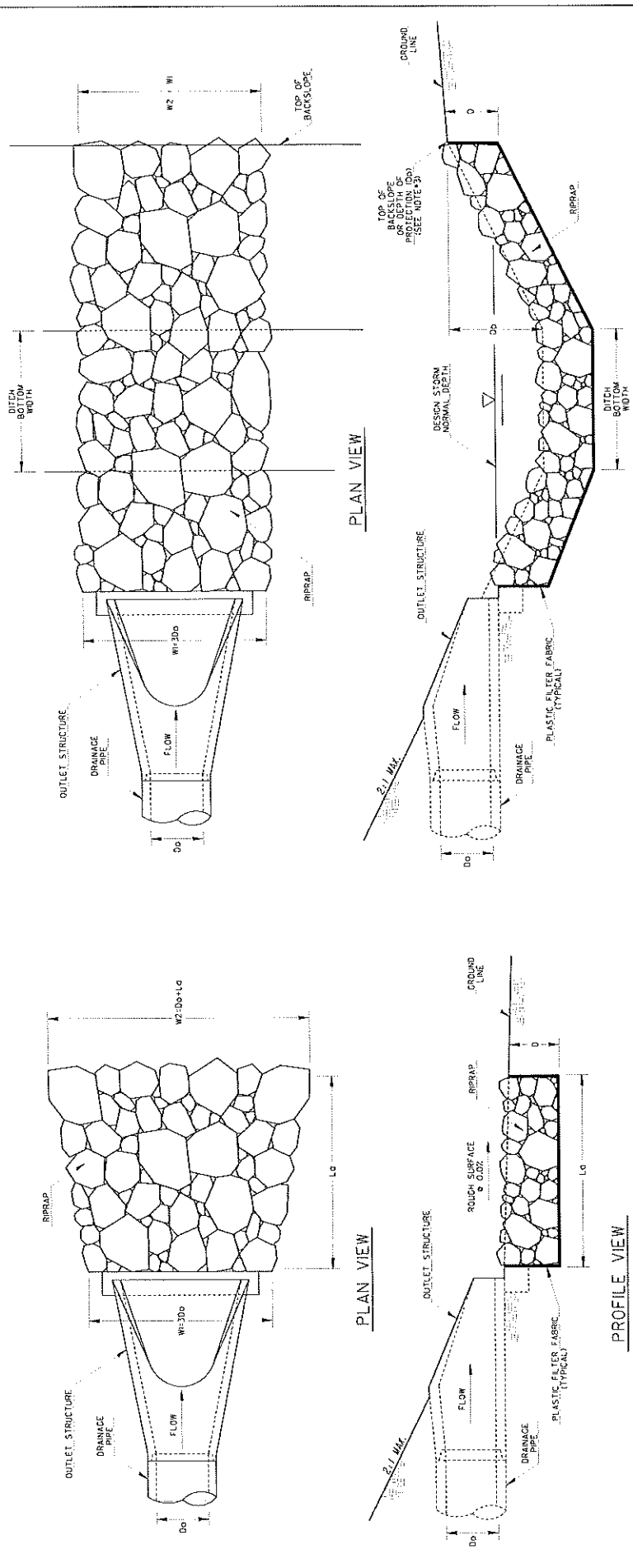
Work packages generally include the following:

- Excavation and stockpiling dirt
- Removing and disposing of existing CMP pipe(s)
- Construct bedding for new pipes
- Install pipes
- Backfill and compact soils
- Construct Rip Rap headwalls at inlet and outlet
- Flowable fill will be used to seal Rip Rap in place
- Miter exposed HDPE pipes
- Install Rip Rap protection at outlets
- Top 12" of backfill to be GAB compacted in two equal lifts
- Achieve permanent grassing including slope matting and necessary ditch checks, if necessary.
- Project cleanup and punch list, if required.

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			

OUTLET PERPENDICULAR TO WELL-DEFINED CHANNEL

OUTLET TO FLAT AREA



PLAN VIEW

PROFILE VIEW

- $D0$ = PIPE DIAMETER
- D = DESIGN STORM FLOW RATE
- V = DESIGN STORM VELOCITY
- TW = TAILWATER CONDITION/DESIGN STORM NORMAL DEPTH
- $L0$ = APRON LENGTH
- $W1$ = APRON WIDTH UPSTREAM
- $W2$ = APRON WIDTH DOWNSTREAM
- $Q50$ = AVERAGE STONE DIAMETER
- D = INSTALLATION DEPTH
- Dp = DEPTH OF PROTECTION

RIPRAP TYPE	REQUIRED $Q50$ (F7)	MIN. DEPTH "D" (IN)
1	51.20	36
3	50.67	18

GENERAL NOTES:

- RIPRAP OUTLET PROTECTION SHOULD BE USED TO REDUCE A DRAINAGE STRUCTURE'S DISCHARGE VELOCITY. RIPRAP OUTLET PROTECTION IS SHOWN FOR GEORGIA STANDARD 102D, BUT IS INSTALLED SIMILARLY FOR OTHER DRAINAGE OUTLET STRUCTURES.
- RIPRAP OUTLET PROTECTION SHALL BE DESIGNED IN ACCORDANCE WITH THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA". THE DESIGNER SHALL PROVIDE THE PROTECTION DESIGN FOR THE DESIGN STORM (D0) VELOCITY (V) TAILWATER CONDITION (TW) APRON LENGTH (L0) APRON WIDTH UPSTREAM (W1) APRON WIDTH DOWNSTREAM (W2) AVERAGE STONE DIAMETER (Q50), INSTALLATION DEPTH (D), AND TYPE OF RIPRAP WITH QUANTITY.
- THE MINIMUM DESIGN FOR RIPRAP OUTLET PROTECTION SHALL BE THE 25-YEAR STORM EVENT, BUT LARGER STORMS ARE RECOMMENDED. THE APRON WIDTHS SHALL BE THE SAME WHEN THE DRAINAGE STRUCTURE DISCHARGES PERPENDICULAR INTO A WELL-DEFINED CHANNEL. THE LENGTH SHALL EXTEND ACROSS THE CHANNEL AND UP TO THE TOP OF THE CHANNEL BACKSLOPE OR 1-FOOT ABOVE THE NORMAL DEPTH OF THE CHANNEL'S DESIGN STORM (WHICHEVER IS LESS). THE DESIGNER SHALL PROVIDE THE DEPTH OF PROTECTION (Dp) IF THE APRON DOES NOT EXTEND TO THE TOP OF THE BACKSLOPE.
- IF THE OUTLET HYDRAULICS REQUIRE A $Q50 < 0.70$ FEET, TYPE-1 RIPRAP MAY BE USED. IF THE OUTLET HYDRAULICS REQUIRE A $Q50 < 1.20$ FEET, TYPE-1 RIPRAP SHOULD BE USED. IF THE OUTLET HYDRAULICS REQUIRE A $Q50 > 1.20$ FEET, THE DESIGNER SHALL DESIGN AND PROVIDE A SPECIAL DETAIL FOR APPROPRIATE OUTLET PROTECTION.
- PLASTIC FILTER FABRIC IS REQUIRED UNDERNEATH RIPRAP APRON.
- PAYMENT FOR RIPRAP SHALL BE MEASURED IN SQUARE YARDS FOR SPECIFIED INSTALLATION DEPTH. PAYMENT FOR PLASTIC FILTER FABRIC SHALL BE MEASURED IN SQUARE YARDS CONSISTENT WITH RIPRAP QUANTITY AND PAID FOR SEPARATELY.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
CONSTRUCTION DETAILS	
RIPRAP OUTLET PROTECTION (SHEET 1 OF 2)	
NO. SCALE	4-22-2016
DESIGNED BY JUL	NUMBER D-55A
CHECKED BY JUL	

Project 2021-13 Culvert Replacement

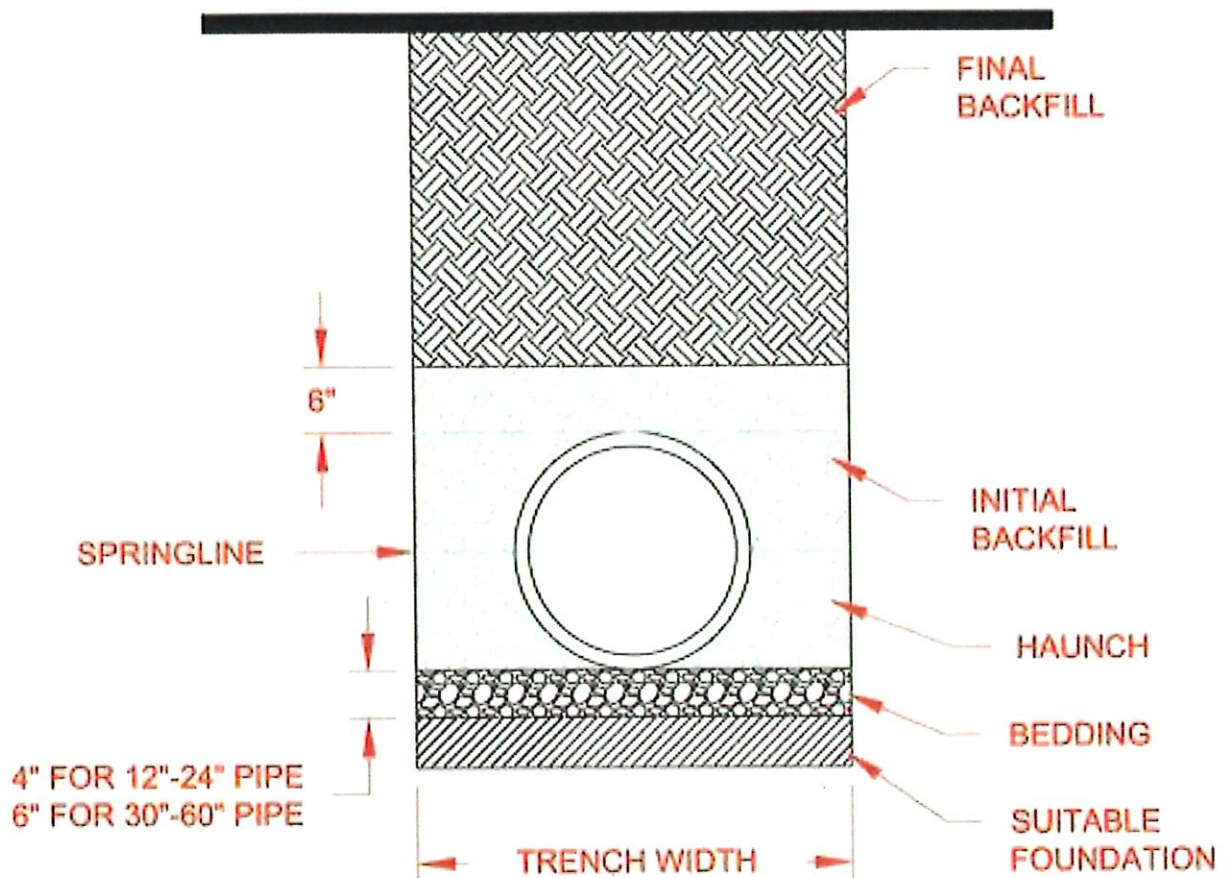
Bedding & Initial Backfill to be #57 Stone

Backfill to be placed and compacted in no greater than 18" lifts

Top 12" will be compacted GAB installed in two equal lifts

Asphalt paving by others

Pipe Detail



Rip Rap Headwall Detail

