

City of Auburn
Request for Proposal
#21-004

**City of Auburn
Cabot's Drive Roadway Improvements**

February 26, 2021

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I. INTRODUCTION

The City of Auburn is soliciting proposals from qualified construction firms for the full depth reclamation and asphalt overlay on a portion of Cabot's Drive.

II. PROJECT INFORMATION

This project includes the Full Depth Reclamation (FDR) of approximately 1,044 L.F. of existing roadway plus the cul-de-sac with a 40-foot pavement radius, reshape the low point area so water will drain to the existing concrete flumes, and asphalt overlay of the rehabilitated area. The selected contractor will be required to stabilize the base course at 8-inches thick mixed with cement at 55 lbs per square yard and place 2-inches of 12.5 mm Superpave asphalt overlay at 110 lbs/sy/in.

The proposed project limits include Cabot's Drive from approximately 430 L.F. past the intersection of Cabot's Drive and Cabot's Ridge to the end cul-de-sac.

City of Auburn may modify the proposed project limits as deemed necessary.

Once the contract is awarded by the City of Auburn, the contractor will be required to complete all work within 30 calendar days of the Notice to Proceed.

The Contractor shall refer to the attached typical sections for additional information regarding the project.

Quantities are approximate. Actual quantities for payment of bid items will be derived by field or weight measurements.

III. SCOPE OF SERVICES

- A. This project shall be constructed in accordance with the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems edition 2013.
- B. The successful bidder will be responsible for providing all licenses, permits, and inspections (during and final) required of any regulatory agency having jurisdiction over this project.
- C. The successful bidder will be responsible for the maintenance and removal of all material and debris during and upon completion of the project. The successful bidder shall properly dispose of any extra material/debris generated by the work. No material or debris shall be buried within the right-of-way. There is not a separate pay item for disposal. Disposal shall be defined as removing extra material, hauling, and placing in an approved location. Upon completion of the project, the successful bidder will remove all surplus materials, machinery, and equipment.
- D. The successful bidder will provide safety measures such as fencing, barriers, signs, etc. that are required to ensure the public's safety during this project.
- E. Each bidder shall provide copies of any serious or willful federal, state, or local regulatory agency worker safety and health, or environmental non-compliance, or other regulatory agency violation citations issued to any of their firm's operations during the previous thirty-six (36) months. Each

bidder shall provide resolution/settlement/notice of contest documentation, if applicable, as well as a brief summary of policy changes and actions your company has taken as a result of citations.

- F. The successful bidder will ensure that all subcontractors comply fully with the requirements of this RFP.
- G. The contractor is required to attend a pre-construction meeting scheduled by the project engineer. The contractor is required to provide a construction schedule at the time of the preconstruction meeting.
- H. Construction shall be completed within 30 days of issuance of the Notice to Proceed.
- I. During the construction phase:
 - 1. Maintain staff for construction management to include an on-site Superintendent.
 - 2. Establish and maintain coordinating procedures.
 - 3. Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, and construction.
 - 4. Prepare and submit change order documentation for review and approval by City of Auburn.
 - 5. Maintain quality control and ensure conformity to contract documents.
 - 6. Provide cost control through progress payment review and verification according to the approved schedule and contract amounts.
 - 7. Submit materials tickets to engineer.
 - 8. Coordination of post completion activities and the owner's final acceptance.
 - 9. Implement and coordinate the one (1) year warranty and one (1) year warranty inspection.
- J. Interpretations
 - 1. Any request for information from the owner shall be submitted to the engineer for clarification. Each request shall be numbered and sequentially dated.
 - 2. The engineer will interpret and decide matters concerning requirement and performance under the contract documents upon written request of either the owner or contractor. The engineer's response shall be made within responsible promptness and within time limits agreed upon.
- K. The following criteria must be met:
 - 1. Contractor shall provide traffic control in accordance with the MUTCD, latest addition. Traffic Control shall include, but is not limited to: Flagging, Work Zone Signs, Low/Soft Shoulder Signs, etc. All traffic control items shall be maintained by the Contractor at all times during the length of the project. The Contractor shall be responsible for the installation and maintenance of Low/Soft Shoulder signs. These signs shall be maintained until vegetation is established on the shoulders.
 - 2. Contractor shall provide any/all necessary permits, labor, equipment, and materials for construction, erosion control, and permanent vegetation.
 - 3. A minimum of two weeks before any construction is performed by the Contractor, the Contractor shall submit to the Engineer the following:
 - a. Asphalt job mix formula
 - b. Paving plan
 - c. Certified copies of all test reports on materials to be incorporated into the work in accordance with ASTM, ACI, Georgia Department of Transportation, or Federal Specification requirements.
 - d. Source of all materials to be incorporated into the project.
 - 4. Contractor shall maintain all erosion control measures in accordance with the Manual for Erosion and Sediment Control in Georgia.

5. The low point shall be reshaped to provide positive drainage to the concrete flumes adjacent to 1229 Cabot's Drive and 1232 Cabot's Drive.

- L. The contractor is to provide a schedule of activities **(with a maximum of 30 days from Notice to Proceed)**. Contractor is to include any anticipated inclement weather days and Holidays within the allowed contract time. See section VIII for information on inclement weather days. The City may consider any unusual number of inclement weather days for a time extension. Contractor is to notify Ken Peters at (770) 962-1387, extension 116 to keep him advised of any weather days, or other delays in contract time.

IV. SPECIFICATIONS

This project shall be constructed in accordance with the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems edition 2013.

V. WARRANTY

All new construction shall be guaranteed against defects in material and workmanship for a period of one year from the date of acceptance.

VI. RECEIPT AND CONTENT OF PROPOSALS

Proposals will be received until 2:00 P.M. on Tuesday, March 30, 2021. To be accepted, all proposals are to be submitted in sealed packages marked "Response to RFP #21-004 for City of Auburn Cabot's Drive Roadway Improvements". Proposals may be sent U.S. Mail, courier services such Federal Express or United Parcel Services, or hand delivered.

No proposals will be accepted via fax transmission regardless of time of delivery.

Interested firms shall submit six (6) copies, one (1) marked 'Original' and five (5) marked 'Copy', of the proposal to the following address:

Via US Mail
City of Auburn
P.O. Box 1059
Auburn, GA 30011

Via Courier
City of Auburn
1369 Fourth Avenue
Auburn, GA 30011

All responses must be in writing with six (6) copies submitted; one (1) marked 'Original' and five (5) marked 'Copy'. Verbal responses or additions to responses will not be considered. All responses become the property of the City of Auburn and will not be returned. The proposals shall contain the following information and shall be submitted in the following format:

- A. Number of years in business;
- B. Firm's facilities and equipment;
- C. Firm's experience and licenses with similar projects;
- D. References (including numbers and addresses);
- E. Contracts of like nature currently being performed;
- F. Number of professional staff available for this contract.

- G. Include list of subcontractors and their contact information to be used during completion of this project.
- H. Completed Bid Schedule.

Please attach your proposal addressing all items A thru H. Failure to include any of these items may result in disqualification.

The City of Auburn reserves the right to reject any and all proposals.

VII. RFP PREPARATION EXPENSES

The City of Auburn accepts no responsibility for any expense incurred by proposers responding to this RFP; such expenses to be borne exclusively by the proposer.

VIII. MATERIAL COST, HOURS, AND PRICE

BID SCHEDULE						
City of Auburn Cabot's Drive Roadway Improvements						
LINE NO.	GDOT ITEM	ITEM	QUANTITY	UNIT	UNIT AMOUNT	AMOUNT
0010	150-1000	Traffic Control	1	LS		
0015	301-2160	Soil-Cem Stab Base Crs, 8 in	2,890	SY		
0020	301-5000	Portland Cement	80	TN		
0025	402-3113	Recycled Asphalt Concrete 12.5 mm Superpave, Gp 1 or 2, Incl Bitum Matl & H Lime	318	TN		
0030	413-0750	Bituminous Tack Coat	145	GAL		
BASE BID TOTAL:						

TOTAL PRICE OF PROJECT NOT TO EXCEED: \$ _____

IX. TERMS AND CONDITIONS --- REQUEST FOR PROPOSALS

1. Changes: No change will be made to this request for proposals except by written modification by the City of Auburn representative Engineering Management, Inc. Requests for interpretation or changes must be in writing and received at least (10) ten calendar prior to the time set for opening of the proposals.
2. Signing of Proposal: Failure to sign your proposal in "original form" will force your bid to be declared as "non-responsive" and not considered for award.
3. Bid Acceptance Time: Bids requiring acceptance by the City in less than ninety (90) calendar days could be rejected, unless so stated and accepted by the City.
4. Bid Identification: All bids submitted as a result of this Request for Proposals must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope: **Response to RFP #21-004 for City of Auburn Cabot's Drive Roadway Improvements.**
5. Withdrawal of Bids: Bids may be withdrawn by written request only if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of sixty (60) days after time has been called on the date of opening.
6. Bonds:
 - 6.1. Bid Bond: Bids must be accompanied by a bid guarantee of not less than (5%) five percent of the total amount of the bid. The guarantee may be in the form of a cashier's check, certified check, bank draft, or an irrevocable letter of credit made payable to City of Auburn, or a bid bond issued by a surety company licensed to issue such bonds in the state of Georgia. The guarantee shall ensure the execution of the contract document and the furnishing of a payment bond and a performance bond. Upon the City naming a successful bidder, all other bid bonds will be returned at that time. Failure to supply bond will force your bid to be declared "non-responsive" and not be considered for award.
 - 6.2. Payment and Performance Bonds: The City will require the successful bidder to furnish a Payment and a Performance Bond, each in an amount not less than (100%) one hundred percent of the total bid amount awarded prior to being issued a "notice to proceed" under a contract issued as a result of this Request for Proposals. Bonds must be submitted within (15) fifteen calendar days after being furnished a "notice of award". Upon receipt of Payment and Performance Bonds, successful bidder's bid bond will be returned. All bonds must be written on a surety company licensed to do business in Georgia. Failure to supply bonds will force your bid to be declared "non-responsive" and not be considered for award.
7. Site Inspections: The City will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this request for proposal. The site inspection is a **mandatory** requirement to submit a proposal.
8. Award of Contract: Award will be made to that responsible bidder whose bid, conforming to the request for proposals, will be most advantageous to the City; price and other factors considered. The City reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of the City.

9. The contractor, in accepting this contract, attests that he is in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.
10. Exceptions to Specifications: Any award resulting from this request for proposals shall bind the proposer to all terms, conditions, and specifications set forth in this request for proposals. Proposers whose proposals do not conform should so note on separate page if necessary and/or on the bid schedule. While the City reserves the right to make an award to a nonconforming proposer, when in the best interest of the City, such awards will not be readily made, and proposers are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by proposer unless it is properly set out as provided above. No exception will be deemed to have been taken by the City unless incorporated in an award resulting from this request for proposals and so stated.
11. Proposal Results: Interested parties may request, in writing, a bid tabulation after award of RFP has been approved by the City of Auburn.
12. Payment: Payments will be made upon all items completed each month or completion of all work and acceptance by the City on invoices submitted and approved by the appropriate City representative. Send all payment estimates to Engineering Management, Inc., 303 Swanson Drive, Lawrenceville, GA 30043.
 - 12.1. Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (HB 837; 13 OCGA Chapter 11 et seq.).
13. Retainage: Retainage will be held in compliance with Georgia law. The City of Auburn normally holds 5% retainage throughout the entire project and will release retainage at the point of final completion and final acceptance by the City.
14. Discounts: Prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low proposer on this request for proposals. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the City, whichever is later.
15. Inquiries Regarding Payment: All inquiries regarding payment estimates are to be directed to Engineering Management, Inc., 303 Swanson Drive, Lawrenceville, Georgia 30043.
16. Execution of Contract: Subsequent to the award, the successful proposer will be presented with a contract. Contract is to be executed within ten (10) calendar days of “**Notice of Award**”. The date of presentation shall be deemed to be the postmark date. The successful proposer’s proposal and this request for proposals shall be incorporated into the contract, except to the extent that this request for proposals conflicts with the contract, in which case the provisions of the contract shall take precedent.
17. Certificate of Insurance: The contractor agrees to procure all of the insurance specified below:
 - 17.1. Workers’ Compensation Insurance for all employees who are engaged in the work under the contract.
 - 17.2. Public Liability and Motor Vehicle Liability Insurance: The contractor shall take out and maintain during the life of this contract, such public liability and motor vehicle liability

insurance as shall protect him while performing work covered by this contract from claims for damages which may arise from operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:

17.2.1. Public Liability Insurance in an amount not less than \$1,000,000.00 on account of one occurrence.

17.2.2. Motor Vehicle Liability Insurance on all motor vehicles owned, leased or otherwise used by the contractor in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.

17.3 The insurance company must be licensed to do business in the state of Georgia.

17.4. The contractor shall furnish to the City of Auburn, a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.

17.5. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in OCGA 33-24-44.

17.6. Each policy of insurance required under this agreement shall provide for notice requirements under the laws of the State of Georgia as set forth in OCGA 33-24-44 and by endorsement shall provide that the City will receive a copy of said notice of cancellation.

17.7. A certificate of insurance with a cancellation provision which provides for less notice than that required by OCGA 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, will be considered as an endorsement of the referred to in the certificate and shall constitute a basis for insurance rejection of the insurance by the City.

17.8. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from any and all claims against the City, its officers, agents, and employees, which arise out of any act or omission of the contractor or any consultant employed by the contractor or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the contractor or any consultant employed by the contractor or any of their officers, employees or agents, which condition which a result of work performed under the contract.

18. Cancellation of Insurance: If the insurance is canceled, the contractor shall deliver to the Owner new policies of insurance. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies, then it shall be lawful for the Owner to obtain and maintain such insurance.

19. Inclusion: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this request for proposals will be the responsibility of the successful proposer to provide at no other cost to the City unless so stated on the successful proposer's proposal as additional cost items and accepted by the City at the time of the award and/or contract.

20. Regulatory Agencies: Successful proposer will be responsible for all required permits or license required by regulatory agency of the city, City, state, or federal governments. Further, successful proposer will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation (s) or guideline (s).
21. Independent Contractors: The proposer represents to the City that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The proposer shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of the City and nothing contained in this request for proposals or a contract resulting from same shall be construed to constitute the proposer or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the City nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.
22. Assignment of Contractual Rights: It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this request for proposals or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.
23. Starting Time: Work will commence within ten (10) calendar days after being issued a **“Notice to Proceed”** on the project and commence in a routine, orderly manner until completion and acceptance by the City.
24. Change Orders: Any and all change order requests by the successful bidder must be approved through the City of Auburn. Any work performed outside the contract agreement for which compensation over and above the agreement occurs; there must be an accompanying approved change order. If work is done before change order approval, the change may be rejected or denied for compensation.
25. Indemnity: Successful proposer agrees, if entering into a contract as a result of this request for proposals, to defend, indemnify, and hold harmless City of Auburn from any and all courses of action or claims of damages arising out of or related to proposer’s performance or actions or those of his employees or agents, under said contract.
26. Termination: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this request for proposals, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the City of Auburn on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the council in a public meeting and such action entered in the official minutes of the City of Auburn Council.
27. Appropriation of Funds: Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the City’s obligations under said contract(s).
28. Cancellation for Cause: Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.

29. Liquidated Damages: Contractor shall complete all work in the time stated as the “completion time”. In the event that the contract is not completed within the specified time, the Contractor agrees to default of contract and by reason of this default, contractor shall pay to City, not as a penalty, but as liquidated damages, in the sum of:

Schedule of Liquidated Damages for Each Day of Overrun in Contract Time

<u>Original Contract Amount</u>	<u>Daily Charge</u>
\$ 0 - \$ 49,999	\$ 500
\$ 50,000 - \$ 99,999	\$ 550
\$ 100,000 - \$499,999	\$ 650
\$ 500,000 - \$999,999	\$ 800
\$1,000,000 > greater	\$1,000

30. Substantial Completion Date: The substantial completion date is the stage in the progress of the project when the project or designated portion thereof is sufficiently complete in accordance with the general documents so the Owner can occupy or utilize the project for its intended use. It is understood that the requirements for substantial completion will not be met until a “Certificate of Occupancy” from the proper Inspection Agency has been obtained by the Contractor and/or any other necessary approval of any regulatory agency having jurisdiction over the project has been obtained by the Contractor. The Owner will have sole discretion for determination of substantial completion. Should the Contractor fail to achieve the substantial completion date, the Contractor shall be assessed liquidated damages in the amount as stated in Terms & Conditions Item 29.
31. Anti-Discrimination Clause: “City of Auburn does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided.”
32. Changes to Contract: No change will be made to this contract except by written modification by the Contracts Administrator.
33. Weather Days: Completion time will not be extended for normal bad weather. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table.*

Jan. 22 days	May 4 days	Sept. 4 days
Feb. 16 days	June 6 days	Oct. 5 days
Mar. 11 days	July 8 days	Nov. 9 days
April 7 days	Aug. 6 days	Dec. 15 days

The Contractor agrees an extreme weather day shall be defined as a day that rain exceeds one tenth (0.10) of an inch **and** the average temperature fails to exceed 40 degrees F, **and** the maximum temperature does not exceed 50 degrees F. The temperature and rain data should come from appropriate local weather stations. A weather day will also be defined as a day in which less than seventy-five percent (75%) of the normal labor and equipment force can operate for five (5) hours due to weather-related site conditions. Contract time will be extended by the number of days in which actual weather days in a given month exceed the number of weather days given in the table above.

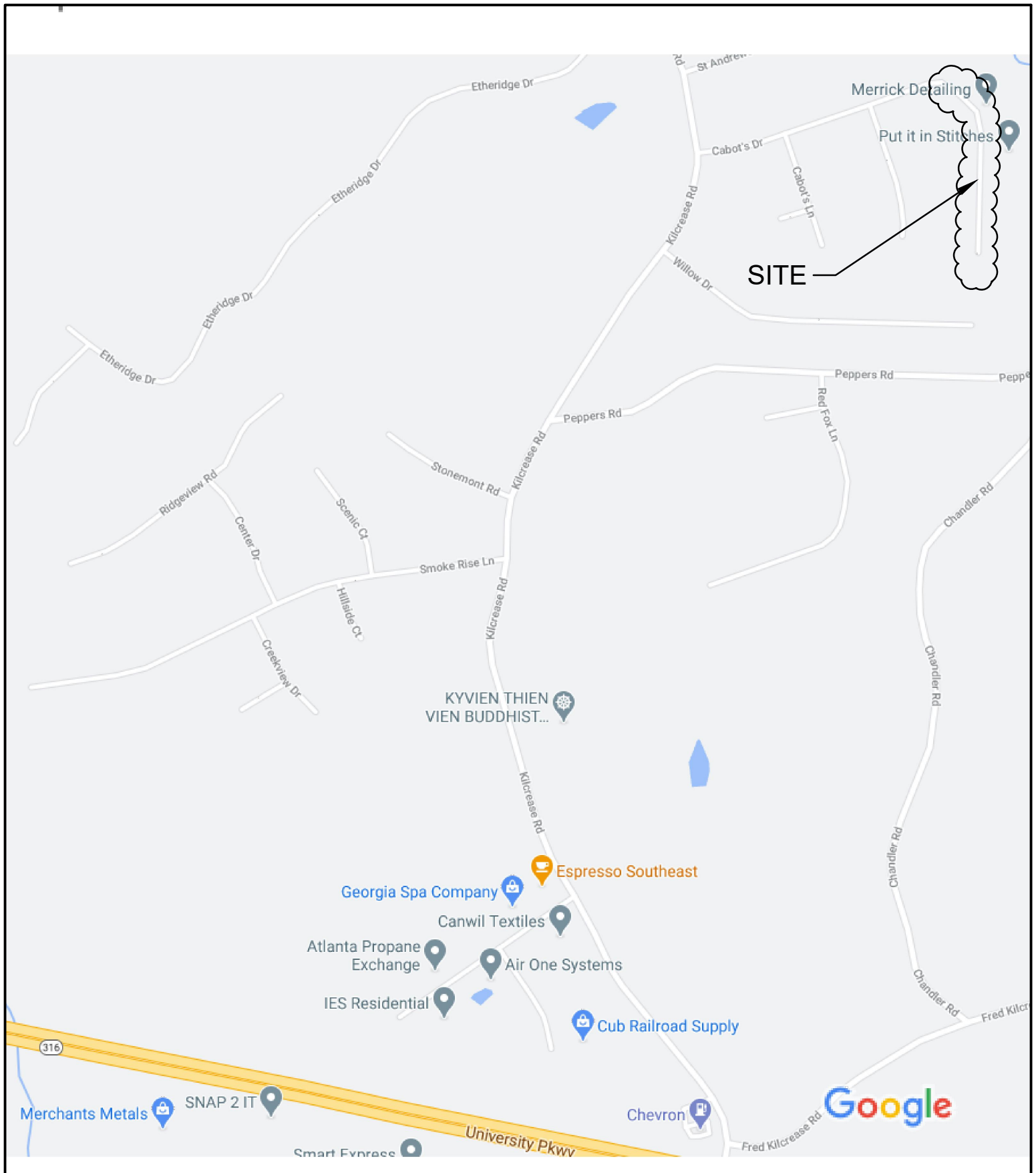
Delays caused by acts of God, (e.g., fire, unusual storms, floods, tidal waves, earthquakes,) strikes, labor disputes, freight embargos and shortages of materials shall be considered as unavoidable delays insofar as they prevent the Contractor from proceeding with at least seventy-five percent (75%) of the normal labor

and equipment force for at least five (5) hours per day toward completion of the current controlling item on the accepted work schedule.

Should abnormal conditions prevent the work from beginning at the usual starting time or prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force for a period of at least five (5) hours per day, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day whether or not conditions change so that the major portion of the day could be considered to be suitable for work on the controlling item.

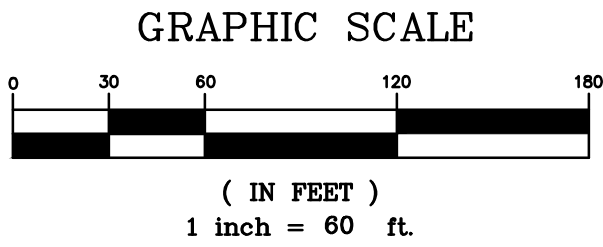
For delays which the Contractor considers to be unavoidable he/she shall submit to the City's representative Engineering Management, Inc. office complete information demonstrating the effect of the delay on the controlling operation in his construction schedule. The submission shall be made within three (3) calendar days of the occurrence claimed to be responsible for the unavoidable delay.

- * Based on a study of NOAA records from Dallas, Texas and Alpharetta, Georgia and Atlanta, Georgia Airport Weather Reporting Stations from 1967 through 1972 by the Cobb City School District. Reporting records were reviewed again in 1977 and 1982. Changes were not significant and no changes have been made in the original schedule, which is now based on a 15 year weather record.

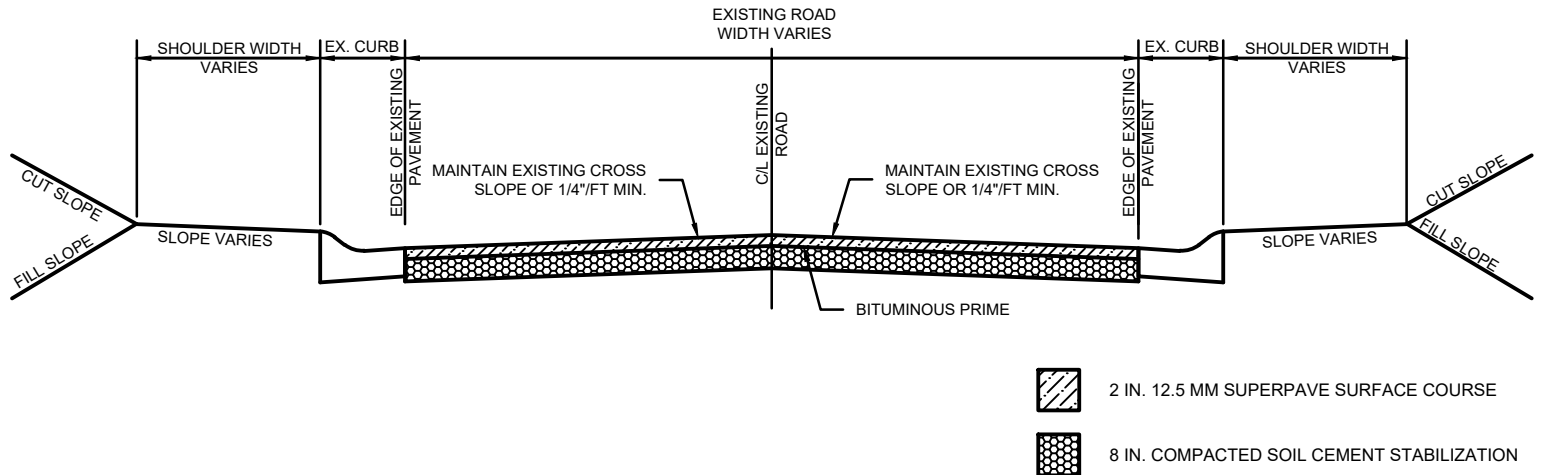


VICINITY MAP
CABOT'S DRIVE ROADWAY IMPROVEMENTS

N.T.S.



2/22/2021 DATE	21-004 JOB NUMBER	z:\projects FILE LOCATION	PLAN VIEW		STAMP		2021 LMIG GRANT CABOT'S DRIVE ROADWAY IMPROVEMENTS		EMI ENGINEERING MANAGEMENT <small>Experience • Trust • Solutions</small> 303 Swanson Drive, Lawrenceville, GA 30043 phone 770-962-1387 fax # 770-962-8010 www.eminc.biz		REVISION	
			DESIGN BY KLP	DRAWN BY KLP	CHECKED BY KLP	DATE	NO.	DESCRIPTION	<small>ENGINEERING MANAGEMENT, INC. © 1996 ALL RIGHTS RESERVED. THESE CONSTRUCTION DOCUMENTS AND PERMITTED REPRODUCTIONS IN WHOLE OR IN PART ARE THE PROPERTY OF ENGINEERING MANAGEMENT, INC. ANY REUSE, REPRODUCTION, MODIFICATION, OR DISTRIBUTION WITHOUT WRITTEN PERMISSION FROM ENGINEERING MANAGEMENT, INC. IS PROHIBITED. 10 ENGINEERING MANAGEMENT, INC.</small>			



TYPICAL TANGENT LANE SECTION

NTS

NOTES:

1. MIX EXISTING MAINLINE ROADBED TO A DEPTH OF 12 INCHES.
2. THE ENTIRE PREMIXED ROADWAY SHALL BE GRADED FOR FINAL MIXING WITH PORTLAND CEMENT FOLLOWED BY FINAL COMPACTION AND FINAL GRADING.
3. THE PREMIXED MATERIALS SHALL BE A MINIMUM OF 8 INCHES COMPACTED.
4. IF ADDITIONAL MATERIALS ARE REQUIRED TO IMPROVE GRADE, CONSULT AND RECEIVE APPROVAL OF MATERIALS FROM DESIGN ENGINEER PRIOR TO USE.
5. DESIGN PORTLAND CEMENT CONTENT: 55 POUNDS PER SQUARE YARD.
6. EDGE OF PAVEMENT TO BE CUT VERTICALLY AND BITUMINOUS TACK COAT APPLIED PRIOR TO ASPHALTIC CONCRETE PLACEMENT.



VENDOR/CONTRACTORS 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 its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City 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 and Georgia Department of Labor Rule 300-10-1-.02, and will continue to participate in said program for the duration of its Agreement with the City.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Auburn, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit require by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

Name of Project: _____

EEV/E-Verify Number _____

Date of Authorization _____

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent _____

Date _____

Title of Authorized Officer or Agent of Contractor _____

Printed Name of Authorized Officer or Agent _____

Contractor Legal Name _____

Address _____

Sworn to and subscribed before me

This _____ day of _____, 20____

Notary Public _____

My commission expires: _____

*Any of the electronic verification of 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. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV 1 Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SECTION 00496

SUBCONTRACTOR AFFIDAVIT FOR ELECTRONIC VERIFICATION OF WORK
AUTHORIZATION PROGRAMS [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 of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the Contractor. Subcontractor here 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 _____, 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:_____

SECTION 00497

SUB-SUBCONTRACTOR AFFIDAVIT FOR ELECTRONIC VERIFICATION OF WORK
AUTHORIZATION PROGRAMS [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 Subcontractor

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
Agent

Printed Name and Title of Authorized Officer or

Subscribed and sworn before me
On this the _____ day of _____, 20 ____.

Notary Public

My commission expires: _____