



## City of Stonecrest

### Department of Purchasing and Contracting

June 10, 2019

INVITATION TO BID (ITB) NO. 2019-017

FOR

2019 STREET RESURFACING - PHASE 2

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**Sealed Bids will be received up to 2:30 p.m. local time (as per the Department time clock) on Tuesday, July 9, 2019.** Bids must be time stamped by City of Stonecrest in the manner described herein in order to be timely. **Bid will be open publicly at the above date and time herein.**

A Pre-Bid Conference will be held on **Wednesday, June 26, 2019 at 2:00 p.m.** at City Hall, 3120 Stonecrest Blvd, Stonecrest, Georgia 30058.

Questions regarding the ITB process should be directed in writing to the Procurement Specialist via facsimile at or via email at [procurement@stonesrestga.gov](mailto:procurement@stonesrestga.gov). **Only questions received prior to 4:00 p.m. on Thursday, June 27, 2019 will be considered.**

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Procurement Specialist: Shakera Hall

Phone: 770.224.0179

Email: [procurement@stonecrestga.gov](mailto:procurement@stonecrestga.gov)

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**I. INTRODUCTION**

**Purpose**

The City of Stonecrest, Georgia is seeking competitive bids for ITB 2019-017, Street Resurfacing Phase 2 for responsible bidders.

**Background**

The City of Stonecrest (CITY) is located on the southern portion of DeKalb County and has a current population of approximately 55,000. The city will provide and promote safe, healthy, and enriching recreational and educational opportunities that promote stewardship of Stonecrest's natural and cultural heritage.

**Submittal**

Delivery shall include three (3) sealed bids (one (1) original, one (2) copies) and one (1) USB flash drive to the office of the Purchasing and Contracting Department, City of Stonecrest, 3120 Stonecrest Blvd, Stonecrest, Georgia 30038. Delivery of bid shall be submitted via hand delivery or commercial carrier (i.e. U.S. Postal Service, UPS, FedEx, etc.) only.

Bids should be submitted in a sealed envelope and clearly marked Invitation for Bid NO. 2019-017. The envelope must be complete with the bidding company's name, bid title, bid number and bid date. The person signing the bid form must initial any changes or corrections made to this bid using blue ink. No bid may be withdrawn or modified in any way after the bid opening deadline. The City assumes no responsibility for bids received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If bids are delivered other than by hand delivery, it is recommended that the bidder verify delivery. Any bids received after the specified time and date will not be considered and will be returned unopened to the Bidder.

Bids that are received after the deadline or to other locations will not be accepted.

**Preparation of Bids**

- a. If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidding company's responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein. **It shall be the bidder's responsibility to check the City's website ([www.stonecrestga.gov](http://www.stonecrestga.gov)) for any/all addendum(s).** Answer(s) to all questions will be given after the deadline for questions has expired, and posted on the City's website, if applicable, within the specified timeline herein.
- b. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of the best

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quality. All interpretations of specifications shall be made upon the basis of this statement.

- c. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. The bid must be signed by an official authorized to bind the bidder.
- d. The City of Stonecrest desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery may be cause for disqualification of a bid. Each bidder shall state a definite time and avoid using the terms ASAP or approximately so many days.
- e. The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- f. Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the bid.

**Invitation to Bid Process**

This solicitation is an Invitation to Bid (ITB). In using this method for solicitation, bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).

The City has the right to reject any and all bids, to waive informalities, and to re-advertise.

The judgement of City of Stonecrest Purchasing and Contracting on matters, as stated above, shall be final. The City reserves the right to decide which Bid(s) will be deemed lowest, responsive, and responsible.

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**II. BIDDER INFORMATION**

**1. Category of Award**

The following bid shall be awarded to one “responsive” bidder on a total lump sum price basis. Unit prices and extensions will be verified and total checked. Unit price extension and net total must be shown.

**2. City of Stonecrest Non-Discrimination**

The City does not discriminate on the basis of race, age, sex, national origin, religion or disabilities and is an equal opportunity employer. Minority and women-owned businesses are encouraged to apply.

**3. Business Enterprises**

The City strongly encourages Small Business firms to participate in this ITB.

**4. Permits, Taxes, Licenses, Bonds, Ordinances, and Agreements**

All Corporations should provide corporate seal, a copy of the Secretary of State’s Certificate of Incorporation, and a listing of the principals of the corporation with the bid.

**5. Additional Work**

The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties’ execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

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**6. Hold Harmless Agreement**

The Offeror shall Hold Harmless and indemnify the City of Stonecrest, its past, future and current City Council, and its past, future, and current employees, agents, volunteers or assignees (“City Indemnitees”) from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Offeror or Offeror's subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Contractor or any subcontractor; (c) the failure of the Offeror or Offeror's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's subcontractor; (e) any security breach involving data in Offeror’s or Offeror's subcontractor's possession, custody or control, or for which Offeror or Offeror's subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror’s action(s) or inaction(s), or which are the result of any subcontractor’s action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this proposal (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under this contract. The Offeror’s Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of a City of Stonecrest Indemnities, then Offeror's Obligations shall be reduced by the proportional fault of the City of Stonecrest Indemnities.

**7. Bonding and Insurance Requirement**

1. A bid bond is required in the amount of the total bid. (See Appendix III)
2. The successful bidder shall submit a performance bond payable to the City of Stonecrest in the amount of 10% of the total contract price.
3. The successful bidder must meet the City’s insurance requirements as listed below upon award of contract.
  - a. Statutory Workers’ Compensation Insurance
    - a. Employers Liability:
      - Bodily Injury by Accident - \$1,000,000 each accident
      - Bodily Injury by Disease - \$1,000,000 policy limit
      - Bodily Injury by Disease - \$1,000,000 each employee
    - b. Comprehensive General Liability Insurance
      - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner’s and Contractor’s Protective

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- b. Blanket Contractual Liability
- c. Blanket “X”, “C”, and “U”
- d. Products/Completed Operations Insurance
- e. Broad Form Property Damage
- f. Personal Injury Coverage
- c. Automobile Liability
  - a. \$ 500,000 limit of liability
  - b. Comprehensive form covering all owned, non-owned and hired vehicles
- d. Umbrella Liability Insurance
  - a. \$1,000,000 limit of liability
  - b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
- e. The City of Stonecrest, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Stonecrest and their affiliated companies and their officers, directors and employees arising out of Contractor’s operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor’s insurer(s) under this additional insured provision.

**A copy of the City’s standard contract is attached as an appendix to this ITB. Once the ITB is submitted, the material terms of this contract ARE NOT NEGOTIABLE. Failure to agree to the terms of the Agreement after award of bid shall authorize the City to reject bidder.**

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**III. ADDITIONAL CONDITIONS**

1. All materials submitted in response to this ITB become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the ITB, and selection or rejection of the bid does not affect this right.
2. Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
3. The successful responder must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws



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**IV. TIMELINE FOR ITB**

The bid shall follow the below time period:

<b>Monday, June 10, 2019</b>	Release of ITB
<b>Wednesday, June 26, 2019</b>	<b>Pre-Bid Conference at 2:00 p.m.</b>
<b>Thursday, June 27, 2019</b>	<b>Deadline for Questions at 4:00 p.m.</b>
<b>Tuesday, July 2, 2019</b>	Responses to Questions Posted on City’s Website
<b>Tuesday, July 9, 2019</b>	<b>Submission of Bids Due by 2:30 p.m.</b>
Monday, July 22, 2019	Award at Council Meeting
Tuesday, July 30, 2019	Anticipated Notice to Proceed
<b>Friday, November 22, 2019</b>	<b>Completion Date</b>

**Award of Contract**

The Purchasing Department will publicly open the bids on the date herein stated. All bid shall remain firm for forty-five (45) calendar days after the bid opening.

Before awarding the ITB, the City may request additional information from Responders. The City reserves the right to reject any and all bids if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

The responsible and responsive bid offering the lowest price will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

**Bid Rejections**

The City reserves the right to accept or reject any and all bids as deemed to be in the best interest of the City.

Bids will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest;
- Is delinquent in the payment of a loan(s) with the City;
- Has had property acquired through foreclosure or a judgment within the past ten (10) years;
- Has outstanding judgments or debts owed to the City;
- Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

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**Disclaimer/Reservation of Rights**

The City does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this ITB.

The City reserves the right to extend the deadline for submission of bids, to request supplementary information, to conduct interviews with any or all of the developers submitting bids, to waive minor informalities, and to reject any or all bids, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The City will reject any and all bids when required to do so by applicable law.

**Due Diligence**

The Bidder shall be responsible for conducting due diligence in responding to this ITB. If, after the ITB is issued but prior to the receipt of bids, the ITB must be amended or clarified, the purchasing agent may issue an Addendum.

Should you have any questions, contact Shakera Hall, Purchasing Specialist, at (770) 224-0179 or [procurement@stonecrestga.gov](mailto:procurement@stonecrestga.gov).

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**V. SCOPE OF WORK**

**PURPOSE, INTENT AND PROJECT DESCRIPTION**

The City of Stonecrest (City), requests that interested parties submit formal sealed bids/proposals for the resurfacing/reconstruction of portions of Salem Road, Rockland Road, and Thompson Mill Road. Salem Road from Panola Road to Evans Mill Road, Rockland Road from Evans Mill Road to N. Goddard Road, and Thompson Mill Road from Panola Road to the city limits are required to be milled and overlaid. Full Depth Reclamation (FDR) is required for Salem Road from 500' east of Browns Mill Road to Panola Road. All streets can be found on the location map provided in this bid package.

All streets are to be patched, milled, resurfaced, and re-stripped per the following specifications.

**GENERAL CONDITIONS**

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, and specifications;
- City of Stonecrest ordinances and regulations;
- OSHA standards and guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide references demonstrating experience completing projects of similar scope.

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

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**PROSECUTION AND PROGRESS**

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by November 22, 2019. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

Normal workday for this project shall be 9:00AM to 4:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. July 4th, Labor Day, Veterans Day, Thanksgiving, etc.)

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at his expense prior to issuance of Final Acceptance.

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by November 22, 2019. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay unto completion.

The standard order of operations for resurfacing shall be as follows:

- a) Milling
- b) Patching
- c) Leveling
- d) Resurfacing
- e) Thermoplastic Striping
- f) Raised Pavement Markers

The standard order of operations for FDR shall be as follows:

- a) Pulverize existing asphalt and base material to a depth of 12”
- b) Haul off 4” of material
- c) Mix with cement (5-7%) and water
- d) Re-compact the produced mix, assuming 50 lb/sy of Portland Cement to a depth of 8”
- e) 2.5” Of 19mm Superpave
- f) 1.5” of 12.5mm Superpave
- g) Install pavement markings
- h) Install raised pavement markers

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The contractor shall provide a project progress schedule prior to or at the pre-construction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m.**, detailing scheduled activities for the following week.

**PERMITS AND LICENSES**

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

**MATERIALS**

The City will provide a Construction Engineering & Inspections (CEI) Consultant to inspect the work and provide materials testing. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

**PUBLIC NOTIFICATION**

The contractor shall be responsible for installing notification signs at all entrances to subdivisions that are to be resurfaced. The notifications are to be installed one week prior to commencement of work. Signs shall be installed on temporary metal stakes driven in the ground or on tripods. Signs are to remain in place until contracted work (except punchlist) has been completed and accepted. No separate payment will be made for this work. The City will be responsible for notification to individual property owners.

**EXISTING CONDITIONS / DEVIATION OF QUANTITIES**

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered “incidental work” and included in the bid prices for items on the Bid Schedule.

**TRAFFIC CONTROL**

The contractor shall, at all times, conduct the work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in

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the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, utilizing pilot vehicles, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices (including suitable lighting for night work) in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work.

Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the Traffic Control item.

The contractor shall install temporary pavements markings, where applicable, including paint and/or traffic tape to ensure traffic safety until such time that the permanent thermoplastic markings and raised pavement markers can be installed. The cost for the temporary marking shall be included in the specific item for permanent markings.

The contractor shall be responsible for providing and installing variable message boards at both ends of each major street to be resurfaced. The location and applicability of placing these signs shall be determined by the City. The message boards shall be installed at least one week prior to the commencement of work. Wording to be used on the message boards shall be provided by the City. The boards shall remain in place until all contract work (excluding punch list) has been completed and accepted. This item shall be included in the Traffic Control pay item.

**PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to

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prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

**MILLING**

Resurfacing shall be constructed so as to tie into existing streets and driveways with the best possible ride and aesthetic result. A milled paving notch, with a minimum 10 feet transition, shall be provided at each end of the overlay and at intersections, driveways, and side streets. Tie-ins shall be marked on the ground and approved by the City prior to paving.

All milled surfaces are to be resurfaced within one week of the milling operation.

**REPAIR OF EXISTING PAVEMENT**

This work shall consist of repairing existing pavement areas that have failed or showing signs of distress. The contractor and CEI inspector shall jointly inspect the roadway and mark all areas to be patched.

Areas marked for patching shall be cut out in a rectangular shape 4 inches below the surface of the existing asphalt pavement, trimmed to vertical sides, and all loose material removed. After the area has been cleaned, it shall be tack coated. The contractor will be allowed to use a milling machine to excavate for patches. The minimum width for the patches will be based on the size of the machine used to excavate but shall not exceed 7' in width.

Asphaltic concrete patching will be paid for at the Contract Unit Price per ton and shall include pavement removal, trimming, cleaning and all other incidental work. The contractor shall replace at his expense all patches, which are determined inadequate after inspection. The City reserves the right to change the depth of patching as needed.

**BITUMINOUS TACK COAT**

This work shall consist of the placement of bituminous tack. AC-20 or AC-30 shall be used. All surfaces shall be cleaned completely and thoroughly dry before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .04 and .06 gallons per square yard. The cost for this item is to be included in the unit price for asphalt.

**ASPHALT CONCRETE PAVING**

Topping course shall be 12.5mm Superpave, GP 2 only, including bitum material & H lime. (Corrected Optimum Asphalt Content).

The contract does not include paving of any recreational areas within the subdivisions (i.e. parking lots, asphalt trails, etc.).

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The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.

Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City.

The contractor is not required to use an MTV (Shuttle Buggy) when placing the 12.5mm asphalt material on the main roads in this contract.

**ADJUSTING UTILITY STRUCTURES TO GRADE**

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The contractor shall coordinate required utility adjustments with the CEI inspector.

**THERMOPLASTIC PAVEMENT MARKINGS**

This work shall consist of placement of Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the original pavement markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list. This will consist of a solid line to the beginning of tapers with mini skips through the length of the taper followed by a 5-inch solid line.

The final pavement markings also include installation of type 1 and type 3 Raised Pavement Markers according to GDOT Specifications, where required. RPM's shall be spaced every 80' where required (every 40' along sharp curves) and as directed by the CEI. RPM materials shall meet GDOT standard specifications and shall be on the GDOT Qualified Products List.

24 in. white permanent solid stripe is to be installed as a stop bar at each stop sign where previously existed, or as directed.

5 in. double yellow permanent double yellow traffic stripe is to be installed at each stop sign of each subdivision entrance approaching main roads for a total centerline length of 50 LF.

**SIGNAL SYSTEM REPAIR**

This work shall consist of repair and installation of loop detectors damaged as a result of the pulverizing, milling, and paving operations. When operations damage existing traffic signal loops, the Contractor shall replace the loops not more than 7 calendar days after final asphalt lift is placed.

Contractor shall immediately notify the City Engineer at (770) 865-5645 when loops are damaged. When loop replacements at an intersection are complete the contractor shall again notify the City Engineer.



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Location of replacement loop detectors and lead-in wire, where practical, shall coincide with original location. If, at the splice location a pull box does not exist, a traffic signal pull box (PB-1) conduit and loop lead-in shall be installed per GDOT specifications and as directed by the Traffic Services Manager. Pull boxes installed shall be on the GDOT qualified products list. Testing of the replacement loop detectors shall be performed at the point where the loop wire is spliced to the existing shielded lead-in wire. There shall be no work or testing required beyond this splice point.

**CLEANUP**

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

**SAFETY**

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

**SPECIAL CONDITIONS**

1. The method of construction for Salem Road from Panola Road to Evans Mill Road, Rockland Road from Evans Mill Road to N Goddard Road, and Thompson Mill Road from Panola Road to the Stonecrest city limits is mill & overlay. This will require the road to be milled 3", patched and leveling as required, and replaced with 1.75" of 19mm asphalt binder and 1.25" of 12.5 mm topping. Access to residential driveways shall be accommodated as much as feasible.
2. The method of construction for Salem Road from 500' east of Browns Mill Road to Panola Road is Full Depth Reclamation to the following specifications:
  - a. Pulverize existing asphalt and base material to a depth of 12".
  - b. Remove and haul off 4" of material.
  - c. Mix with cement (5-7%) and water.
  - d. Re-compact the produced mix, assuming 50 lb/sy of Portland Cement to a depth of 8".
  - e. 2.5" Of 19mm Superpave.
  - f. 1.5" of 12.5mm Superpave.
  - g. Install pavement markings.

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**STREET LIST**

Street Name	From	To	Length, FT	Area, SY
<b>**SALEM ROAD</b>	<b>500' east of BROWNS MILL RD</b>	<b>PANOLA ROAD</b>	1,920	5,475
<b>*SALEM ROAD</b>	<b>PANOLA ROAD</b>	<b>EVANS MILL ROAD</b>	10,240	36,000
<b>*ROCKLAND RD</b>	<b>EVANS MILL ROAD</b>	<b>N GODDARD ROAD</b>	4,398	10,204
<b>* THOMPSON MILL RD</b>	<b>PANOLA ROAD</b>	<b>CITY LIMITS</b>	7,664	29,500

\*Mill & Overlay

\*\*Full Depth Reclamation

Road Name	3" Mill	Patching	19 MM	12.5 MM	5'x40' Loos	5" Yellow	5" White	24" White	TP 2 Arrow	RPM	12" White"	TP 3 Arrow	Leveling	GAB
	SY	TN	TN	TN	EA	LF	LF	LF	EA	EA	LF	EA	TN	TN
Salem Rd: Panola to Evans Mill	36000	700	3550	2900	1	26000	26000	28	4	650	900	3	350	120
Rockland Road	10204	200	1197	838	0	8800	8800	16	0	220	388	0	114	0
Thompson Mill Road	29500	590	2950	2433	1	15400	15400	24	4	400	517	2	140	50
Salem Road Full Depth Reclamation (FDR)	FDR	Patching	19 MM	12.5 MM	5'x40' Loos	5" Yellow	5" White	24" White	TP 2 Arrow	RPM	12" White"	TP 3 Arrow	Leveling	Shoulder
	SY	Tons	Tons	Tons	Ea	LF	LF	LF	EA	Ea	LF	Ea	TN	SY
	5,475	0	1000	620	1	3800	3800	15	2	100	0	0	0	0

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**2019 STREET RESURFACING – PHASE 2**  
**BID SCHEDULE**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>APPROX. QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
1.	Traffic Control	LS	1	\$ _____	\$ _____
2.	Mill Asphalt Conc. Pavement, 3" Depth	SY		\$ _____	\$ _____
3.	Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	Ton	8,697	\$ _____	\$ _____
4.	Recycled Asphalt Conc., 12.5mm, GP 2 Superpave, Incl. Bitum. Material, H Lime & Tack Coat	Ton	6,791	\$ _____	\$ _____
5.	Recycled Asphalt Conc. Patching, Incl. Bitum. Material, H Lime & Tack	Ton	1,490	\$ _____	\$ _____
6.	Full Depth Reclamation	SY	5,475	\$ _____	\$ _____
7.	Graded Aggregate Base	TN	170	\$ _____	\$ _____
8.	Recycled Asphalt Conc. Leveling, Incl. Bitum. Material & H Lime	TN	604	\$ _____	\$ _____
9.	6' x 40' Traffic Signal Loop	EA	3	\$ _____	\$ _____
10.	Thermo. Solid Traffic Stripe, 5 IN, Yellow	LF	54,000	\$ _____	\$ _____
11.	Thermo. Solid Traffic Stripe, 5 IN, White	LF	54,000	\$ _____	\$ _____
12.	Thermo. Solid Traffic Stripe, 12 IN, White	LF	1,805	\$ _____	\$ _____
13.	Thermo. Solid Traffic Stripe, 24 IN, White	LF	83	\$ _____	\$ _____
14.	Thermo. Pvm. Marking, Arrow, TP 2	EA	10	\$ _____	\$ _____
15.	Thermo. Pvm. Marking, Arrow, TP 3	EA	5	\$ _____	\$ _____
16.	Raised Pavement Markers, TP 1 & 3	EA	1,370	\$ _____	\$ _____
<b>**In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.</b>					
<b>TOTAL COST</b>					\$ _____

**ITB 2019-017**  
**CERTIFICATION OF SPONSOR**  
**DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is

\_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 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 Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**INFORMATION REQUESTED TO ASSIST  
IN THE DETERMINATION OF RESPONSIBILITY**

**Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.**

**1. History and Organizational Structure of the Firm**

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with the City of Stonecrest for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

**2. References**

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Stonecrest for which a project comparable to the scope of this project was completed.

**3. Subcontractors**

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

**4. Previous Default**

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

**CERTIFICATE AND ACKNOWLEDGEMENT**

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- YES  NO Delinquent in the payment of taxes due to the City of Stonecrest;
- YES  NO Building or health code violations on property owned that is not being actively abated;
- YES  NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
- YES  NO Have any outstanding judgments or debts to the City;
- YES  NO Have no past due loan(s) with the City;
- YES  NO Been subject to a foreclosure within the previous ten (10) years;
- YES  NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
- YES  NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this ITB are true and correct. Unsigned/undated submissions will not be considered.

**CERTIFICATION OF AUTHORIZED REPRESENTATIVE:**

I \_\_\_\_\_ as Authorized Representative for \_\_\_\_\_, hereby certify that all information and materials submitted in response to this ITB are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third-parties for information to substantiate information provided in this ITB, and I authorize third parties to release such information to the City.

Legal Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Responder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Company Federal Tax ID Number

\_\_\_\_\_  
Individual E-Mail Address

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**ITB NO. 2019-017  
BIDDER'S CHECKLIST**

It is the Proposer's responsibility to read the ITB fully to determine all necessary information/documents are submitted in order for the bid to be considered complete. You may use the checklist below as a guide to assist with providing the requested information.

PROJECT: \_\_\_\_\_

ITB NO: \_\_\_\_\_

- Two (2) bids (one (1) original, one (1) copies) and one (1) flash drive of all information requested have been provided.
- The bid has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this bid that would have the bid declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.
- We have acknowledged receipt of addenda issued.
- Completion of Conflict of Interest Disclosure
- Completed Certificate and Acknowledgement
- We acknowledge that the City of Stonecrest does not provide Workers' Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers' injuries, including death.
- We have included the following **NOTARIZED** Georgia Security and Immigration Compliance documents with our bid:
  - \*Immigration and Security Form**
  - \*Sub-Contractor Affidavit**

\_\_\_\_\_  
TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

\_\_\_\_\_  
SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

\_\_\_\_\_  
DATE

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

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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



**ITB NO. 2019-017**  
**2019 STREET RESURFACING – PHASE 2**

**REFERENCES**

Please provide as references, the names of at least three (3) local corporate clients you have served for at least three (3) years.

1.    Company Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contact: \_\_\_\_\_ Phone: \_\_\_\_\_
  
2.    Company Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contact: \_\_\_\_\_ Phone: \_\_\_\_\_
  
3.    Company Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**ITB NO. 2019-017**  
**2019 STREET RESURFACING – PHASE 2**  
**SUBCONTRACTORS**

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

5. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**APPENDIX I**

**CITY OF STONECREST CONTRACT AGREEMENT**

**CONTRACT AGREEMENT**

**AGREEMENT BETWEEN THE CITY OF STONECREST AND \_\_\_\_\_ FOR  
INVITATION TO BID NO. 2019-017, STREET RESURFACING PHASE 2**

This Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_ (hereinafter referred to as "Company"), and the City of Stonecrest, Georgia ("City").

**WITNESSETH:**

**WHEREAS**, Company is engaged in the business of providing the necessary materials and labor to complete the Work in the manner therein specified within the time specified, as therein set forth; and

**WHEREAS**, the City of Stonecrest seeking Bids for Street Resurfacing Phase 2; and

**WHEREAS**, Company is willing and able to render said services;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

**1. SERVICES**

Company agrees to render services (the "Services") to the City to furnish all specified materials or approved equivalent, equipment, and labor to complete the required renderings and assessments as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Manager or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

**2. COMPENSATION**

a. Fee. In consideration for Services, City shall pay to Company a fee not to exceed the cost described in the bid. The full cost of said services shall not exceed for all the services detailed.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the bid, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

**3. RELATIONSHIP OF PARTIES**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

#### **4. CONTRACT PERIOD**

The performance period for this contract shall be upon completion of the full scope of work. Contract performance shall begin on the date stated in the contract award letter.

#### **5. TERMINATION FOR CAUSE AND FOR CONVENIENCE**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If the City fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either the City or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by the City for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

#### **6. COMPENSATIVE IN EVENT OF TERMINATION**

If this Agreement is terminated by the City for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by the City in the event of termination for convenience.

#### **7. TERMINATION OF SERVICES AND RETURN OF PROPERTY**

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to the City all property relating to the Services that is owned by the City.

## **8. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit “C”.

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

## **9. CONFLICT OF INTEREST**

Company warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and
- c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

## **10. PROPRIETARY INFORMATION**

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as “Proprietary Information”). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

## **11. INSURANCE**

Company agrees to defend, indemnify and hold harmless the City of Stonecrest, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys’ fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

## **12. ASSIGNMENT**

Company shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by Company without the prior express written approval of the City shall at the City’s sole option terminate this Agreement without any notice to Company of such termination.

**13. NOTICES**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

With copies to:

Procurement Department  
Stonecrest City Hall  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038

City Attorney  
Fincher Denmark, LLC  
8024 Fair Oaks Court  
Jonesboro, Georgia 30236

**If to the Company:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. GOVERNING LAW AND CONSENT TO JURISDICTION**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**15. WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**16. SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**17. ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company’s Scope of Services. In case of conflict between any term of the Company’s Bid and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

## 19. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Offeror's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300- 10-1, *et seq.* is a condition for the contract bid and any contract award. Offeror is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Offeror's Bid.

Pursuant to O.C.G.A. § 13-10-91 no Offeror or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Offeror or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Offeror, subcontractor, or sub-subcontractor of such Offeror or subcontractor, shall also be required to satisfy the requirements set forth herein.

## 20. CRIMINAL HISTORY BACKGROUND CHECKS

Contractors awarded contracts resulting from this solicitation shall ensure prior to the onset of the contract, that criminal history background checks are performed on all employees assigned to perform services under the contract.

The Contractor shall ensure that all persons hired to perform services for this contract after the contract has begun, shall undergo a criminal history background check. This shall be done prior to the employee starting work.

Note: The Contractor shall provide to The Procurement Department, the names of **all** personnel assigned to perform services for the City of Stonecrest, **prior** to the start of work.



**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Stonecrest, Georgia**

By: \_\_\_\_\_  
Jason Lary

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
City Attorney

**Attest:**

\_\_\_\_\_  
City Clerk

**APPENDIX II**

**GEORGIA IMMIGRATION AND SECURITY FORMS**



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Stonecrest has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

\_\_\_\_\_  
E Verify™ Company Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_

[NOTARY SEAL]

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

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

\* or any subsequent replacement 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



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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

[NOTARY SEAL]

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

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

**APPENDIX III**

**BID BOND**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

(Name of Contractor) \_\_\_\_\_

(Address of Contractor) at \_\_\_\_\_ (Corporation,

Partnership and or Individual) hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Stonecrest Georgia

(Name of Obligee)

3120 Stonecrest Blvd., Stonecrest, Georgia 30038

(Address of Obligee)

Hereinafter referred to as Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Stonecrest, Georgia, a proposal for furnishing materials, labor and equipment for:

**TITLE**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Stonecrest, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Stonecrest, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Stonecrest, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Stonecrest, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36- 86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

**ITB NO. 2019-17**  
**BID BOND**

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

(Surety)

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal) (Address)

\_\_\_\_\_  
(Witness as to Surety)

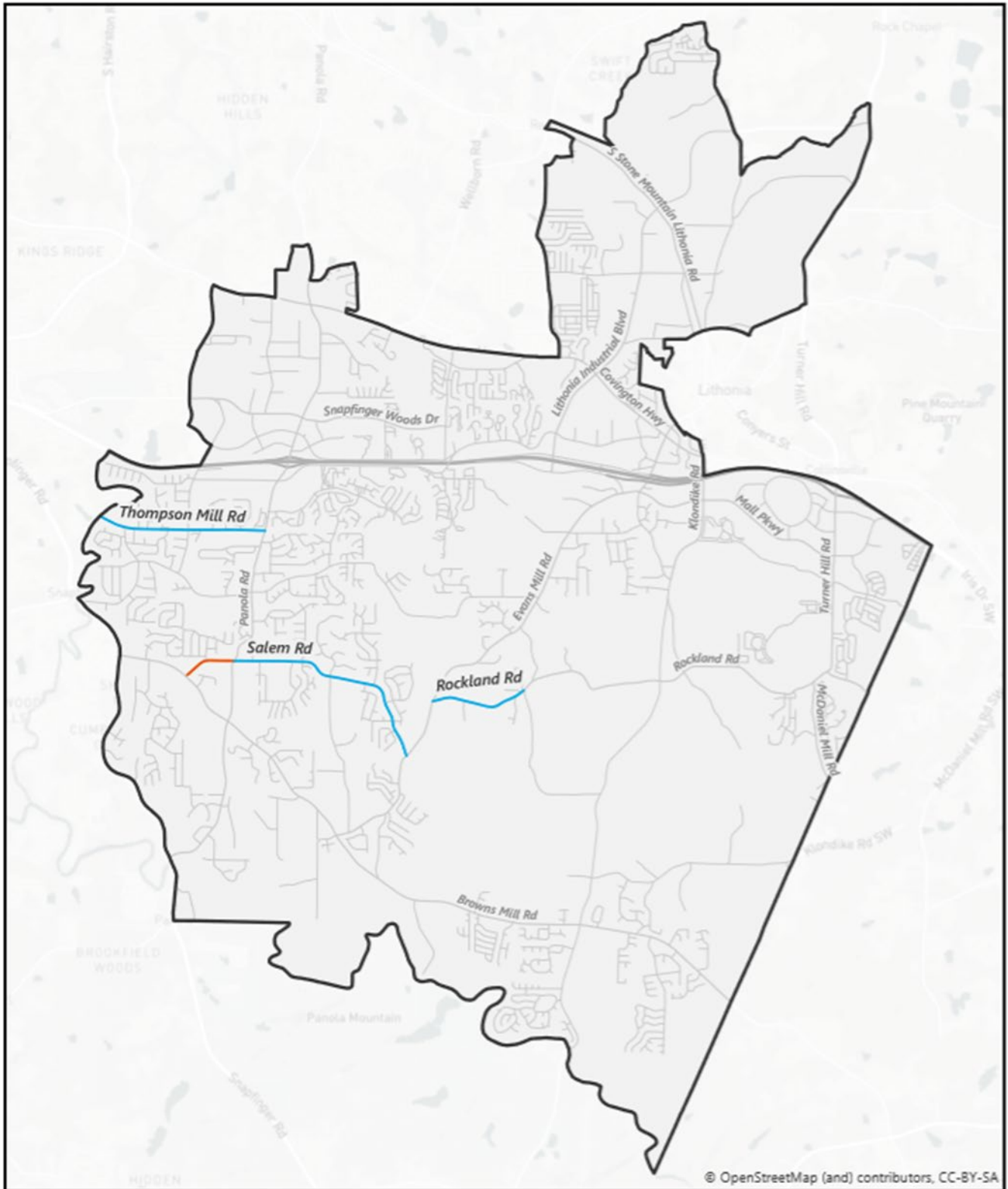
\_\_\_\_\_  
(Address)

\_\_\_\_\_

**APPENDIX IV**

**LOCATION MAP**





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## Road Resurfacing | Phase 2

City of Stonecrest, Georgia ▬ Full Depth Reclamation ▬ Mill & Overlay



Mosaic Path: S:\CityOfStonecrest\PublicWorks\Projects\Roads\LMIG\2018\_LMIG