



**Department of Purchasing and Contracting  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038**

**Request for Proposal**

**for**

**Right-of-Way Maintenance Services**

**February 1, 2021**

**RFP Number: 2022-001**  
**Due Date: March 3, 2022**  
**Time Due: 2:00 p.m., ET**

## City of Stonecrest

### ADVERTISEMENT FOR REQUEST FOR PROPOSAL

#### NOTICE TO OFFEROR:

The City of Stonecrest invites vendors to submit proposals to provide Right-of-Way Maintenance Services.

Questions regarding the Request for Proposal process should be directed to <https://www.bidnetdirect.com/georgia/cityofstonecrest>. **Only questions received prior to 5:00 p.m. on February 11, 2022, will be considered.**

Proposal must be received by **March 3, 2022, to 2:00 p.m. ET**. To be entitled to consideration, proposal must be submitted electronically at <https://www.bidnetdirect.com/georgia/cityofstonecrest>. Only proposals submitted via Bidnet will be considered.

#### Restrictions on Communicating with City of Stonecrest Staff

From the issue date of this RFP until the final award is announced (or the RFP is officially cancelled), Proposers are not allowed to communicate with any City staff regarding this solicitation except through the Issuing Officer named herein. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Proposer violating this provision.

**Request for Proposal  
for  
Right-of-Way Maintenance Services**

**1.0 PURPOSE**

- 1.1 The City of Stonecrest is requesting proposals for Right-of-Way Maintenance Services. The City is seeking a highly skilled contractor with appropriate experience to perform right-of-way mowing and various landscape restoration and maintenance services.
- 1.2 In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be eligible for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Offeror to meet all specifications and guidelines set forth herein. The City, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the City of Stonecrest.

**2.0 SCOPE OF WORK**

- 2.1 Work will be located within the City of Stonecrest right-of-way or City maintained easements. Exceptions will be defined by the City Official as they occur. Tasks for the right-of-way mowing, landscape restoration and related maintenance activities are generally described in the following;
- 2.2 Mowing
- Removal of garbage and debris from the mowing areas prior to and after mowing operations
  - Mow all areas defined in the attached project limits documentation
  - Mowing cut anticipated to be approximately 3 to 4 inches
  - Clearing medians, shoulders, curb lines and buffers
  - Mowing will be on a four-week frequency. The contractor to schedule.
- 2.3 Streets, Roads and Path Maintenance
- Removal of sediment that has collected in the curb/gutter line
  - Removal of vegetation from the roadway curb line either by hand or through chemical treatment
  - Removal of sediment and vegetation from the throat and tops of catch basins and similar drainage structures either by hand or through chemical treatment
  - Sweeping of trash and other debris collected along public roadways and other curbed/gutter area
- 2.4 Miscellaneous Maintenance
- Grass cutting in isolated lawn areas (island with flagpole)
  - Edging behind curb and other areas
  - Weed eating around signposts, utility/infrastructure fixtures
  - Delimiting, trimming, or removal of trees growing in, or into right of ways or easements

- Bush-hogging, shrub removal and bank restoration work around/along detention ponds.

### **3.0 TECHNICAL REQUIREMENTS**

1. Mowing height anticipated to be approximately 3-4 inches.
2. Right-of-Way mowing will include mowing various highways, roads and City streets as defined by this document. Unless specifically identified by the City Official, all work will be performed within the City right-of-way. Mowing height shall be uniform; as applicable Grass clippings and other plant materials shall be picked up and removed from the site after each mowing. Pickup of trash shall occur before and after all mowing operations.
3. The sidewalks, paths, curbs, and other hard surfaces shall be kept free of leaves, litter, grass clippings and debris resulting from mowing. The use of power blowers is acceptable, and accumulations of debris must be removed from the site but not blown unto adjacent property, street surfaces, fence lines, or plant areas. No trash, debris or plant material shall be blown or deposited into curb/gutters or storm drains by the Contractor. If plant material or debris is deposited into the curb/gutter or storm drain during mowing/trimming operations, the Contractor will remove it immediately by hand or mechanical means at no cost to the City.
4. **Trash removal shall occur at the following frequency:**
  - a) On a monthly basis, contractor shall patrol all streets and roads in the City to collect and remove trash and debris within right-of-way, or in easements.
  - b) Right-of-way limit is defined as all areas between centerline at traffic lanes and utility poles. All trash is to be bagged and properly removed for disposal.
  - c) All debris such as fallen trees, tree limbs, household furniture, tires, shopping carts, etc. shall be disposed of in a proper manner.
  - d) Illegal signs and illegal structures (i.e., any non-newspaper/magazine of mail receptacles boxes) within right of way shall be removed and disposed of in a proper manner. Illegal signs shall be designated as any sign that is mounted on any utility pole or any temporary sign within 10 feet of the curb or edge of pavement in the right-of-way.
  - e) Removal of toxic/hazardous materials will not be performed by the Contractor. However, if such materials are found, the Contractor shall notify the City for immediate removal.
5. Tire removal should be included in the submitted lump sum bid. The disposal of tires shall be done at proper locations; disposal tickets should be kept.
6. **Maintenance of Hard Surfaces:**
  - a) Sediment and other deleterious material shall be removed from the curb line or gutter, concrete, or painted island areas or behind guardrails. Work frequency will be once quarterly in all areas specified on attached spreadsheet.

- b) The removal method shall be at the discretion of the Offeror. If method selected is shown to be unsatisfactory, the selected contractor will be required to utilize another method to the satisfaction of the City.
- c) Vegetation in sidewalks, curbs, gutters, and other hard surfaces shall receive an approved herbicide application. Any herbicide application will be performed after vegetation is removed by mechanical instrument or other mentioned.
- d) Chemical treatment should be notated by signage.
- e) In no case shall any pre or post emergent herbicides with residual characteristics be used in these areas (no staining of concrete surfaces). No restricted-use chemicals shall be used in weed and grass control. Herbicide must be of a glyphosate type (Round Up or approved equal) specifically designed for post-emergent control of weeds and grass. All herbicide application shall be done in accordance with label directions. Federal, state, and local laws shall take precedence for compliance purposes. Identification color may be added to herbicide to track application areas. Color must fade with moisture or within 3-5 days after application.

**7. Miscellaneous Landscape Installation, Repair, and Removal and Special Projects:**

Edging/trimming will also be required along curbs, gutters, sidewalks, and paths. The edging/trimming may be conformed along walls, fences, foundations, behind curbs, sidewalks, paths, shrubs, tree trunks, poles or other objects or structures within or bordering the City right-of-way. The sidewalks, curbs, and other hard surfaces shall be kept free of debris. Use of power blowers is acceptable. Accumulations of debris must be removed from the site and not blown unto adjacent property, street surfaces, fence lines, or plant areas (rough or bedded).

Poor weather conditions are not a valid reason for inferior plant growth or survivability if vegetation installation is requested. Any damage to desirable plant material due to Contractor negligence or misuse of pesticides will be remedied by the Contractor at their expense, in a timely manner. Trees, shrub, and groundcover areas shall be kept free of weeds. Bed areas shall be kept in weed free condition. Pine straw and mulch shall be replaced periodically to maintain a clean and weed free appearance.

The Contractor may need to remove dead and damaged plants and replace the same with plants of equivalent size, condition, and variety after obtaining the approval of the City.

All materials supplied by the Contractor to the City shall be first quality condition and shall be warranted by the Contractor for six months from the date of installation.

**8. Brush and Tree Limb Removal:**

The Contractor shall cut, remove, and properly dispose of brush, trees, and tree limbs at locations within right-of-way as specified by the City Official for all woody debris with a caliper size of twelve (12) inches or less. The cost to the City for removal of brush and tree removal larger than twelve inches in caliper will be negotiated between the City and the Contractor; or performed by a third party. Tree limbs over-hanging a road, sidewalk or path shall be cut back to prevent damage to persons or property.

The Contractor shall notify the City of any unsafe trees detected throughout the City limits.

a) Arborist Services

**9. Detention and Retention Pond General Maintenance:**

The City of Stonecrest maintains a short list of detention ponds (dry basins) and retention ponds (holds water) within several parks and subdivision areas. General maintenance to these sites will include repairing and re-vegetating eroded areas along the banks, removal of problematic debris from the basin surface that block inlet/outlet structures, removal of grass and shrubs that has grown into or onto dams, and basic assessment of functionality and aesthetics.

**4.0 CONTACTOR RESPONSIBILITIES**

1. The Offeror shall be responsible for examining the work sites and becoming familiar with the work required at each site.
2. The Contractor shall complete a work sheet identifying work accomplished after each maintenance event. The work sheet shall identify any issues encountered during the project operation
3. The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The Contractor shall provide a list of all foremen and supervisors who will perform the work. This list will also contain twenty-four (24) hour emergency telephone numbers.
4. The Contractor shall at all times, maintain good work discipline and order at the work site. Contractor, including Contractor's employees and agents, shall treat the public with respect and courtesy while performing work for the City. The use of profanity, disrespectful language and/or behavior is prohibited while performing work.
5. Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side.
6. The Contactor shall satisfy the Georgia Department of Transportation's (GDOT) "Work Zone" safety and signage requirements and submit this plan to the City for approval prior to initiating work activities. The Contractor will be required to follow MUTCD (Manual on Uniform Traffic Control Devices for Streets and Highways) when working within the City right of way. Lump sum bid provided is inclusive of traffic control and signs.
7. All personnel are required to wear safety vests or other protective clothing, eye protection, etc. Safety vests or work shirts should include company logo or name. The contractor will be responsible for obtaining and funding these articles with final design submitted to the City
8. Contactor shall purchase and provide all materials and supplies and labor necessary to fulfill the requirements of this proposal.
9. The mowing equipment and other tools utilized shall meet all GDOT requirements for signage, lighting, and related devices.
10. The blocking, detouring and closure of public roads and streets by the Contractor will be at a minimum inconvenience to the public and traffic through the City.
11. The City Official may direct removal of any contractor employee at any-time during performance of this contract for cause. Failures to present the appropriate licenses, performing unsafe acts, or any other questionable acts that expose the City to risk or unfavorable

attention would be conditions which meet the criteria “for cause”. Any removed employee must be replaced with a fully qualified person within 8 working hours. Repeated incidents may be cause for termination of the contract.

## **5.0 PROPOSAL SUBMISSION REQUIREMENTS**

To be entitled to consideration, bids must be submitted electronically at:  
<https://www.biddirect.com/georgia/cityofstonecrest>

5.1 Each proposal shall provide the following information:

### **1. Letter of Transmittal:**

The letter of transmittal must contain the following statements and information:

- Company name, address, telephone number(s), and website.
- Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed.
- Federal and State taxpayer identification numbers of the firm.
- Required Forms:
  1. Certification of Sponsor Drug-Free Workplace;
  2. Request for Proposal Application
  3. Conflict of Interest Disclosure
  4. Certificate and Acknowledgement
  5. Georgia Security and Immigration Compliance Act Affidavit
  6. Subcontractor Affidavit (if applicable)
  7. Georgia Department of Agriculture Licenses

### **2. Qualifications and Experience**

1. Provide a brief history of your company providing services requested in this RFP.
2. Provide experience and expertise of company providing right-of-way services.
3. Provide references for five current clients that the Offeror has provided services for at least three (3) year. The name, phone number, and email address of the primary contact for each reference must be included. Two must be for the maintenance of sports fields.
4. Provide an organizational chart of your company. Identify key staff member(s) that will be assigned to the City of Stonecrest.
5. Provide a list of equipment to be used on the proposed work. Please indicate if this equipment is currently owned or will be purchased if awarded the contract.

### **3. Methodology**

1. Provide a detailed methodology that comprehensively defines and describes the individual tasks involved in performing Right-of-Way Maintenance Services. This information may be based on, but is not limited to, the information provided in the scope of services of this RFP.
2. Describe your company’s approach to maintaining appropriate and timely communication with the City Manager and City staff requests.

3. Provide a sample of the weekly report to be submitted for services provided.

**4. Cost Proposal**

1. Provide a monthly cost for Right-of-Way Services. Cost must include all supplies, materials, labor, equipment necessary to perform all services.

**6.0 EVALUATION OF PROPOSALS**

6.1 To be eligible for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the awarded banking institution to meet all specifications and guidelines set forth herein.

6.2 The City evaluation committee will evaluate each proposal properly submitted. The City, at its sole discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of the determinations or decision by the City.

**7.0 EVALUATION CRITERIA**

7.1 Selection of the Contractor will be based upon a competitive selection process. All elements of the pricing proposal will be considered include responsiveness of proposal and price. Criteria to be evaluated shall include the following:

- 1) Experience, references, and past performance under a similar scope of Services.
- 2) Cost to perform the required services stated in the RFP.
- 3) Contractor capabilities and references as related to the requirements in the Scope of Services.
- 4) The ability and capacity of the offeror and the skills, experience, and availability of the specific individuals to be assigned to the City to perform the services required.

**8.0 GENERAL INFORMATION**

- 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 offeror's responsibility to check the Bidnet's website <https://www.bidnetdirect.com/georgia/cityofstonecrest> for any/all addendum(s).** Answer(s) to all questions will be given after the deadline for questions has expired and posted to Bidnet as an addendum.
- 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 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 proposal must be signed by an official authorized to bind the offeror.



- 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 proposal 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 proposal.
- g. Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP
- h. Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Purchasing Agent named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

**9.0 AWARD**

- 9.1 The following bid shall be awarded to one “responsive” offeror 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.

**10.0 CONTRACT PERIOD**

- 10.1 This contract shall be for one (1) base term (of one year or less) with four (4) four-year available options to renew at the sole discretion of the City of Stonecrest. This contract will be conditional upon the offeror’s ability to comply with requirements set forth in the solicitation documents.

**11.0 NON-DISCRIMINATION**

- 11.1 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.

**12.0 BUSINESS ENTERPRISES**

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

**13.0 PERMITS, TAXES, LICENSES, BONDS, ORDINANCES, AND AGREEMENTS**

13.1 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 proposal.

**14.0 INSURANCE**

14.1 Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain, and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

- a. Statutory Workers’ Compensation Insurance
- b. Comprehensive General Liability Insurance
- c. Automobile Liability
- d. Umbrella Liability Insurance
- 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.

**15.0 CONTRACT TERMS**

15.1 Proposers must agree to fix contract costs for the first two (2) years. If the proposer intends to revise its cost schedule after the initial period, it must give written notice to the City 90 days in advance of any cost change. Costs may be changed only on the contract anniversary date. These costs are subject to negotiation and approval by the City and may not exceed the annual consumer price index-urban (CPI-U) for the most recently available 12-month trailing period.

**16.0 PROFESSIONAL SERVICES AGREEMENT**

16.1 The selected Contractor is expected to enter into the standard City agreement as per attached Professional Services Agreement. Responding organizations are able to propose their own agreement. The City reserves the right to reject any proposed agreement that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney’s

office.

## **17.0 CAUSES FOR TERMINATION**

17.1 Causes for termination of the agreement may include any of the following: Failure to promptly and faithfully provide the services required at the prices indicated in the proposal; violation of any law governing services provided to the City; failure to cooperate upon receiving any reasonable request for information or service; or improper actions of the officers or employees which, in the opinion of the City, would adversely affect its interest, or endanger the structure of the City such as a spin off or merger which materially affects the terms of this agreement. The City may terminate the agreement without penalty on 90 days' notice.

## **18.0 AWARD OF CONTRACT**

18.1 The Purchasing Department will open the Proposals and prepare a register of those responders submitting proposals. All proposals shall remain firm for forty-five (45) calendar days after the Proposal opening.

18.2 Before awarding the RFP, the City may request additional information from Responders.

18.3 The City reserves the right to reject any and all Proposals if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

18.4 The RFP contract will not necessarily be awarded to the Responder submitting the Proposal that receives the highest rankings or submits the highest financial proposal. The City will award the contract to only one responsive and responsible Responder submitting the most advantageous proposal taking into consideration the evaluation criteria, responsiveness of the proposal to the RFP Requirements, program goals and objectives, benefits to the community, and overall costs to the City.

18.5 The selected proposal will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

## **19.0 PROPOSALS REJECTIONS**

19.1 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.

19.2 Proposals 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.

19.3 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.

## **20.0 DISCLAIMER/RESERVATION OF RIGHTS**

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

20.2 The City reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the developers' submitting proposals, to waive minor informalities, and to reject any or all proposals, 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 proposals when required to do so by applicable law.

## **21.0 DUE DILIGENCE**

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

21.2 Should you have any questions, contact Joyce Carter, Procurement Manager, at (470)727-0068 or <https://www.bidnetdirect.com/georgia/cityofstonecrest>.

**PROFESSIONAL SERVICES AGREEMENT**  
**\_\_\_\_\_ SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF STONECREST, GEORGIA** (“City”), and \_\_\_\_\_ (“Contractor”).

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing \_\_\_\_\_; and

**WHEREAS**, Contractor submitted a response to the City’s Request for Proposal No. 2022-001\_\_ for \_\_\_\_\_, which was selected by the City as the most responsive;

**WHEREAS**, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the City pursuant to the terms and conditions set forth below.

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

1. **SERVICES**. Contractor agrees to provide professional services to the City as detailed in **Exhibit A** (“Services”). If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
  
2. **COMPENSATION**. In consideration for Services, the City shall pay to Contractor a cost not to exceed the amounts indicated in **Exhibit B** (“Cost Proposal”). The City agrees to pay Contractor’s 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 proposal, Contractor 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. **TERM**. This Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City upon one (1) calendar year from the Effective Date, whichever occurs sooner (“Initial Term”). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed five (5) years from the Effective Date, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein.

**4. RELATIONSHIP OF THE PARTIES.**

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

**5. WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules, and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

**6. TERMINATION FOR DEFAULT.**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including

without limitation all cost and expenses of the type specified in the “WARRANTY” paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
- (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City’s convenience. If this Agreement is terminated, in whole or in part, for the City’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City’s direction.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney’s costs and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.

10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C**, and incorporated herein by reference.

11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**

- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- (b) Contractor 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, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
- (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“e-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.

13. **THE CITY’S ASSISTANCE AND COOPERATION.** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting



problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper, and punctual performance of all the Contractor's obligations under this Agreement.

**14. WORK ON THE CITY'S DESIGNATED PREMISES.** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

**15. CONFLICTS OF INTEREST.** Contractor 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;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor 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 Contractor 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.

**16. CONFIDENTIAL INFORMATION.** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

**17. ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

**18. ATTORNEYS' COSTS.** Both parties agree to pay reasonable attorneys' costs to the other party should either party be required to incur attorneys' costs in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

**19. 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.

**20. 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:**

City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email: [jallenjackson@stonecrestga.gov](mailto:jallenjackson@stonecrestga.gov)

With copies to:

City Attorney  
Fincher Denmark, LLC  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, Georgia 30354  
Email: [wdenmark@fincherdenmark.com](mailto:wdenmark@fincherdenmark.com)

**If to the Contractor:**

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

**21. NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

**22. 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.

**23. INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

**24. AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

**25. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

**26. ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached 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. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

**27. CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

**IN WITNESS WHEREOF,** said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**CITY OF STONECREST, GEORGIA,**

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

TITLE:

[Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_

City Attorney

**[SIGNATURES CONTINUED ON NEXT PAGE]**

Executed on behalf of:

**CONTRACTOR,**

BY (sign here):

Name (print):

Title:

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[Corporate Seal]

ATTEST (sign here):

Name (print):

Title:

DATE:

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**EXHIBIT A**

**COST PROPOSAL**

Separate Attachments

(Excel Spreadsheet and Word Document)

## EXHIBIT C

### RISK MANAGEMENT REQUIREMENTS

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### CONTRACTS FOR UP TO \$50,000

**Worker’s Compensation** – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Automobile Liability** – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$500,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

#### CONTRACTS FOR MORE THAN \$50,000

**Worker’s Compensation** – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** - Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**EXHIBIT C**  
**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

*\*These are automatic minimums*

**Owner's Protective Liability** – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

**Owner's Protective Liability** – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.



**EXHIBIT D**

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

**EXHIBIT E**

**PURCHASING POLICY ADDENDUM**

I, \_\_\_\_\_, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Contractor Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Date

**EXHIBIT F**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name: \_\_\_\_\_

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 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.

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.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

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

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

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

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/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).

**REQUEST FOR PROPOSAL APPLICATION**

This form must be completed by Responders of this RFP. Attach additional information as needed or as required. If you attach confidential material, clearly identify if the attachments are proprietary.

Applicant Name \_\_\_\_\_

Applicant Address \_\_\_\_\_

Applicant Phone \_\_\_\_\_ Email \_\_\_\_\_

The \_\_\_\_\_ (that will be responsible for management of the contract associated with this RFQ) is a Legal Entity:

- Individual(s) If multiple, identify
- Corporation
- LLC
- Joint Tenants
- Tenants in Common
- Partnership
- Other (Identify Other) \_\_\_\_\_

If not a Georgia corporation/partnership, state where organized: \_\_\_\_\_

**(Attach current corporation documentation.)**

**Management TEAM**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other Members \_\_\_\_\_

Other Members \_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.

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2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

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3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

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4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.

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(NOTE: Attach additional pages as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a unit.

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Authorized Signature of Responder

Date

**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 RFQ 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 RFQ 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 RFQ, and I authorize third parties to release such information to the City.

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

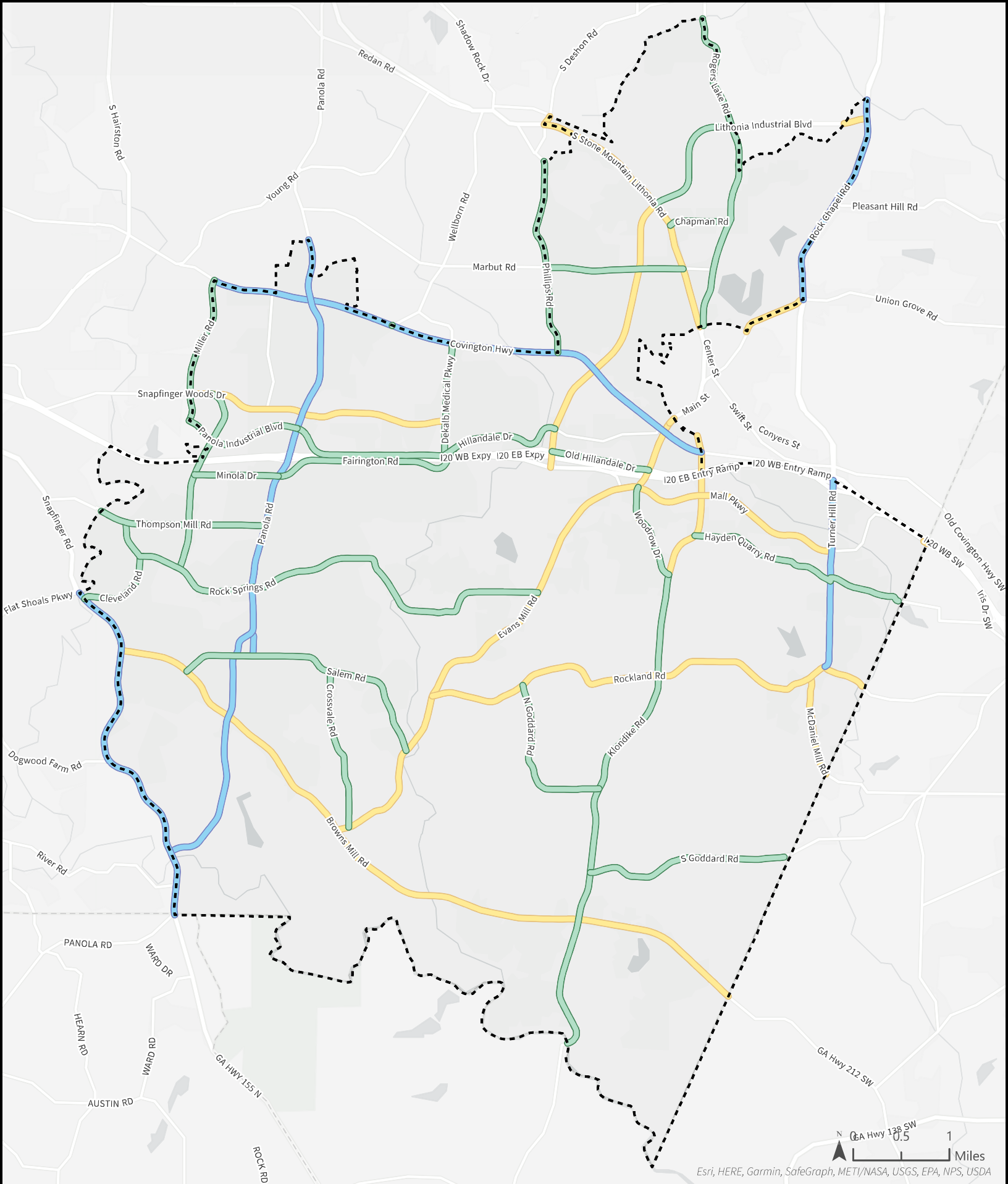
\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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



Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

# ARTERIALS & COLLECTORS

— Minor Arterial 
 — Major Arterial 
 — Collector

**Right of Way Maintenance - No. 2022-001**

**COST PROPOSAL FORM**

*Cost based on Service Frequency Schedule 6.0 in the RFP*

LOCATIONS							Total Monthly Cost
Monthly Cost	\$	\$	\$	\$	\$	\$	-

<b>Additional Services</b>							
Hourly rate	\$						
Emergencies (hourly rate)	\$						
Afterhours (hourly rate)	\$						

Company Authorized Official: (print name)	
Authorized Official Signature:	
Date:	