



**City of Stonecrest**

**Department of Purchasing and Contracting**

**INVITATION TO BID(ITB) NO. 2022-24**

**FOR**

**Panola Shoals Riverbank Stabilization and Restoration**

**DECEMBER 8, 2022**

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**Bids will be received up to 2:00 p.m. local time on January 9, 2023.**

Questions regarding the ITB process should be directed via <https://www.bidnetdirect.com/georgia/cityofstonecrest>. **Only questions received prior to 5:00 p.m. on December 19, 2022, will be considered.**

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# **I. INTRODUCTION, BACKGROUND, AND ITB PROCESS**

## **Introduction**

The City of Stonecrest, Georgia is seeking competitive bids for ITB 2022-024 Panola Shoals Riverbank Stabilization and Restoration for responsible bidders.

## **Background**

Stonecrest is a community of 60,000 people that was incorporated in 2017. The city is located along Interstate 20 roughly three miles east of I-285 (“The Perimeter”) and 20 miles east of Downtown Atlanta. Stonecrest is in the southeastern portion of Dekalb County and is bordered by Rockdale County to the east, Henry County to the south, and the City of Lithonia and unincorporated Dekalb County to the north and west.

I-20 separates the city into a northern area which includes residential neighborhoods, commercial development along Covington Highway, industrial parks that date to the 1960s and active quarries that predate incorporation by 130 years. South of I-20 features regional retail and lodging, suburban neighborhoods, and substantial outdoor recreation areas. Welcoming to all, Stonecrest is proud to be one of the largest majority African American cities in Georgia.

Much of the City’s commercial core south of I-20 was master planned by Cadillac Fairview, a development company that purchased more than 1,400 rural acres in the 1980s and opened the 1.3 million square foot Mall at Stonecrest in 2001. Cadillac Fairview is no longer involved in the project, but the Mall is well occupied and evolving. Much of the land around the mall remains undeveloped, including approximately 300 acres controlled by a private developer via a bond-for-title arrangement with the Stonecrest Development Authority.

One of the defining features of Stonecrest is the 2,550-acre Davidson-Arabia Mountain Nature Preserve, a stunning natural area with hiking trails, 30 miles of paved multi-use paths, lakes, and the granite monadnock of Arabia Mountain itself. The broader, 40,000-acre Arabia Mountain National Heritage Area contains many additional assets including the historic African American community of Flat Rock, active quarry, and a Trappist monastery. Other notable assets in the City include Emory Hillandale Hospital, the South River, and a number of formerly County-owned parks and recreation facilities.

## **Invitation to Bid Process**

This solicitation is a Invitation to Bid(ITB). In using this method for solicitation, we are asking the marketplace for its best effort in seeking a “best value” solution to our requirement. The proposal(s) submitted by the Offeror will be evaluated by an evaluation committee. Offeror(s) should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Essentially, if an Offeror’s proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be removed from the competitive process to save time and money for both the vendor and City of Stonecrest.

## II. SCOPE OF WORK

The City of Stonecrest is seeking qualified and experienced contractors for a construction project that involves stabilization and restoration of riverbank at Panola Shoals. The project is located at 4460 Panola Road, Stonecrest, GA 30039, Parcel ID 16 016 03 002. Construction project will be completed based on the construction drawings prepared by CERM dated June 29, 2022.

This project entails the restoration of the streambank at the Panola Shoals Trailhead. This project entails the construction of over 750 LF gravity block retaining wall, a two-tiered boulder retaining wall and the construction of a concrete access drive and the temporary relocation of a 12 ft-wide concrete pedestrian path. In addition, this project involves the installation of a variety of native plantings to retain the soil and an irrigation system to establish the new landscaping along the length of the restored streambank.

A Redi-Rock walls and Redi-Rock ADA ramps are specified in the construction drawings. Contractor is required to directly contact the manufacture and obtain pricing and include in the bid tabulation.

A General contractor License is required to for this project. This project is a turnkey project, and the general contractor is responsible for contracting any subcontract work and completing the work.

### III. PROPOSAL REQUIREMENTS

#### 1. Invitation to Bid Submission Requirements

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

#### 2. Preparation of Proposals

- 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 <https://www.biddirect.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 the City of Stonecrest Bidnet portal.
- 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.

#### 3. 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 totals checked. Unit price extension and net total must be shown.

#### 4. 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.

## 5. Business Enterprises

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

## 6. 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 proposal.

## 7. Insurance

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
  - 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
  - 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.

## **General Requirements and Qualifications**

**A copy of the City's standard contract is attached as an exhibit 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.**

## IV. ITB PROCESS

To be considered responsive to this ITB and to facilitate evaluations, proposals should be organized in the order of the outline given below and include the following information.

Please include a title on each page of your proposal and number pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Cost Proposal – submitted electronically via bidnet
4. References

- **Cover/Transmittal Letter**

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- a. Company's information including name of company (include any dba names); headquarters and parent company locations; and brief history of the company.
- b. Company's mailing address, contact person, telephone number for primary contact person, and email address.
- c. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

- **Executive Summary**

An executive summary of not more than two (2) pages stating the firm's interest and proposed commitment to the City of Stonecrest projects and initiatives shall precede the specific required sections.

- **References**

The Responder shall provide three (3) customer/client references within the past six (6) years to include the name of the customer/client, contact person, email address, telephone number, and size of project and park system. The references should be obtained from customers/clients of comparable municipal government with approximate city size as those described in the ITB.

- **Other Considerations**

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 proposal does not affect this right.
2. After the initial review of proposals, the City may invite representatives of firms responding to this ITB to discuss the proposal with key personnel who would be engaged in the provision of services. Such interviews will be



conducted for fact finding and explanation purposes and will not include negotiation. The City will not be liable for expenses incurred for any such interview.

3. 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.
  - 1) 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.
  - 2) The successful responder will be required to indemnify, defend and hold the City, its officers and employees harmless from and against all losses, claims, suits or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this ITB will survive the expiration or termination of the contract.
  - 3) During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the ITB; to waive any minor informality in the proposal; to request "best and final" offers; to reject any and all Proposals; to terminate the ITB; and to issue a new ITB.

## V. TIMELINE FOR ITB

The proposal shall follow the below time period:

<b>December 8, 2022</b>	Release of ITB
N/A	Pre-Bid Conference
<b>December 19, 2022</b>	<b>Deadline for Questions at 5:00 p.m.</b>
<b>December 23, 2022</b>	Responses to Questions Posted on via Bidnet
<b>January 9, 2023</b>	<b>Submission of Bids Due by 2:00 p.m.</b>
<b>TBD</b>	<b>Interview of top recommendations</b>
February 2023	Recommendation at Council Meeting
February 2023	Anticipated Notice to Proceed
<b>TBD</b>	<b>Completion Date</b>

### Award of Contract

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.

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

The ITB 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 ITB Requirements, program goals and objectives, and overall costs to the City.

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

### Proposal Rejections

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.

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.

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.

**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 Proposals, to request supplementary information, to conduct interviews with any or all of the bidders 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.

**Due Diligence**

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

**DRUG FREE WORKPLACE**

I hereby certify that I am a principal 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: \_\_\_\_\_

**INVITATION TO BIDAPPLICATION**

This form must be completed by Responders of this ITB. 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 \_\_\_\_\_ ) 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.

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

- 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.

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

- 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.

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

- 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.

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

(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.

\_\_\_\_\_  
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 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.

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Proposal Number

## INVITATION TO BIDCHECKLIST

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

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

PROPOSAL NO: \_\_\_\_\_

- The proposal 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 proposal that would have the proposal declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.
- 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**
  - \* **Affidavit**

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

**APPENDIX I**

**CITY OF STONECREST CONTRACT AGREEMENT**

**PROFESSIONAL SERVICES**

**AGREEMENT BETWEEN THE CITY OF STONECREST AND \_\_\_\_\_ FOR  
INVITATION TO BID NO. 2022-023, Sidewalk Design**

This Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2023, 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 Proposals for the construction of the Panola Shoals Riverbank Stabilization and restoration; 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 Proposal, incorporated herein as Appendix III.

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 proposal, 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 contract period for this contract shall be upon execution of this contract. The agreement shall remain valid through the end of the calendar year. Unless otherwise, terminated pursuant to the provisions herein, this agreement shall automatically renew 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 5 years, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term.

#### **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. 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:**

City Manager  
Stonecrest City Hall  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038

With copies to:

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 Proposal 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 Proposal.

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.

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

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

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

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

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

**City of Stonecrest, Georgia**

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

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



## **APPENDIX III**

### **COST PROPOSAL SCHEDULE**

**INVITATION TO BID NO. 2022-24**  
Panola Shoals Riverbank Stabilization and Restoration

**COST PROPOSAL SCHEDULE**

**Submit electronically via Bidnet**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
1	MOBILIZATION	LS	1	\$	\$
2	UTILITY COORDINATION	LS	1	\$	\$
3	TRAFFIC CONTROL	LS	1	\$	\$
4	GEOMETRIC CONTROLS	LS	1	\$	\$
5	CLEARING, GRUBBING & DEMOLITION	LS	1	\$	\$
6	GRADING COMPLETE	LS	1	\$	\$
7	REDI-ROCK WALL (MAIN)	SF	5,950	\$	\$
8	BOULDER WALL	SF	2,250	\$	\$
9	REDI-ROCK WALL (ADA-RAMP)	SF	7,500	\$	\$
10	TOPSOIL	CY	1,613	\$	\$
11	STN DUMPED RIP-RAP, GDOT TYPE 3 INCLUDING FILTER STONE (12" THICK)	SY	422	\$	\$
12	12 FT WIDE SIDEWALK PAVEMENT 4" THICK (TEMPORARY WALKING PATH)	SF	4,150	\$	\$
13	10" THICK CONCRETE PAVEMENT	CY	339	\$	\$
14	CONCRETE PAVERS FOR ADA RAMP	SF	1,938	\$	\$
15	REINFORCED CONCRETE PIPE, 15-IN (CL3 OR BETTER)	LF	160	\$	\$
16	PRECAST CONCRETE PIPE FLARED END TREATMENT, 15-IN	EA	1	\$	\$
17	YARD INLET INCL FRAME & GATE	EA	3	\$	\$
18	FOUNDATION BACKFILL, TYPE 2	CY	20	\$	\$
19	EROSION CONTROL MAINTENANCE	LS	1	\$	\$
20	CONSTRUCTION EXIT	EA	1	\$	\$
21	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	\$	\$
22	TEMPORARY SILT FENCE	LF	2,000	\$	\$
23	MAINTENANCE OF TEMPORARY SILT FENCE	LF	1,000	\$	\$
24	TREE PROTECTION FENCE, ORANGE, 4 FT	LF	500	\$	\$
25	TEMPORARY GRASSING	SY	7,260	\$	\$
26	LANDSCAPE AND IRRIGATION	LS	1	\$	\$
27	FENCING	LS	800	\$	\$
	<b>TOTAL COST</b>				<b>\$</b>

**INVITATION TO BID NO. 2022-24**  
Panola Shoals Riverbank Stabilization and Restoration

**SUBMISSION COVERSHEET**

**COMPLETE AND RETURN THIS PAGE ALONG WITH THE LIST OF ITEMS BELOW**

**INVITATION TO BID**  
**No. 2022-024**

**Panola Shoals Riverbank Stabilization and Restoration**

Company Name			
Contact Person			
Address			
Email		Phone	

**You must complete and submit copies of the following items:**

1. **SUBMISSION COVERSHEET** (this completed document)
2. **PROVIDE ALL INFORMATION** for services proposed.
3. **REFERENCES and CLIENTS LIST** (completed reference and client list form)
4. **E-VERIFICATION DOCUMENTATION – Contractor Affidavit**
5. **COST PROPOSAL FORMS.** Complete the Cost Proposal form(s) VIA BIDNET

By submitting a response to the ITB, the supplier is acknowledging that the supplier:

1. Has read all the information and instructions,
2. Agrees to comply with all the terms and conditions and information and instructions contained in this ITB.

Signature of Person Authorized to Sign on Behalf of the Offeror:

\_\_\_\_\_

Printed Name/Title:

\_\_\_\_\_

**INVITATION TO BID NO. 2022-24**  
Panola Shoals Riverbank Stabilization and Restoration

**REFERENCE SHEET**

In the space provided below, please list a minimum of three (3) references giving the name, address, phone and contact person of companies, organizations, or agencies for whom you have provided services like those requested in the ITB.

Name of Company:	_____
Address:	_____
	_____
Phone Number:	_____
E-mail Address:	_____
Contact Name:	_____

Name of Company:	_____
Address:	_____
	_____
Phone Number:	_____
E-mail Address:	_____
Contact:	_____

Name of Company:	_____
Address:	_____
	_____
Phone Number:	_____
E-mail Address:	_____
Contact:	_____