



**RFP 19-002:  
Request for Proposals on  
Lewis Road Bridge Scour Repair (Bent 4) over Powder Spring Creek**

The City of Powder Springs at the office of the City's Clerk will receive competitive Bidding for Bridge Scour Repair work on Bent 4 at Powder Spring Creek on Lewis Road on April 24, 2019 at 4484 Marietta Street, Powder Springs, GA 30127 no later than 12:00 noon; Details of the proposal are on the City's website ([www.cityofpowdersprings.org](http://www.cityofpowdersprings.org)). As a prerequisite, all prospective bidders must provide current copies of their local, county or state Business License and information about individual licensee(s).

All submissions for this work must comply with general and special instructions of The City of Powder Springs. The City of Powder Springs reserves the right to accept or reject any or all Proposals and may award this contract in the best interest of the City. Proposals may be hand delivered or mailed to **City of Powder Springs. ATTENTION City's Clerks Office, 4484 Marietta Street, Powder Springs, GA 30127** no later than the time and date indicated. The accepted Proposal package must be clearly marked with the name of the company and contact information. No Pre Proposal meeting is scheduled for this Proposal.

QUESTIONS: Questions or request for additional information must be referenced to RFP 19-002 and submitted by email or in writing by 10:00 AM, on April 18, 2019, to Kelly Axt, City Clerk at [kaxt@cityofpowdersprings.org](mailto:kaxt@cityofpowdersprings.org) all questions and answers will be sent to all Bidders. After the RFP is issued, there will be no direct contact between any Bidder and any City staff members or elected officials, except through the City Clerk. The phone number is 770-943-1666.

**GENERAL INSTRUCTIONS**

1. All Proposals must be delivered to **The City of Powder Springs, at 4484 Marietta Street, Powder Springs, GA 30127**, no later than the time and date indicated in the Request for Proposals. Any Proposals received after that time will not be considered for award.
2. The City of Powder Springs is a tax exempt Municipal Corporation. No sales tax will be charged on any products or services.

3. The City of Powder Springs reserves the right to waive any or all technicalities, formalities or irregularities. The City may also accept or reject any or all Proposals, and award the Proposal to the lowest responsive bidder, which is in the best interest of the City. The City may reject the Proposals of any vendor that has previously failed to perform properly or complete work on time on contracts of a similar nature.
4. Provided pricing form should be used when submitting all proposal Information regarding Proposer name, address, telephone number and contact person is required. Proposers must fill in proposal prices and other information as indicated, or provide this information in an electronic file (PDF or DOC format) with the template provided in the RFP.
5. All Proposers shall provide appropriate proof of a current and valid occupational license issued by an agency from within the State of Georgia or one of the contiguous United States.
6. Proposals may be withdrawn by written request, provided such withdrawals is received prior to the time and date for submittal of a Proposal.
7. Submit all proposals with one original and two (2) additional copies.
  - a. *Please Note: the City of Powder Springs encourages you to save paper. It is not necessary to return this entire document with your response. Please return only the relevant pages on which your company has included in the response, along with other required documentation*
8. If a Proposer chooses to not submit a Proposal, it is requested that a "NO PROPOSAL" be submitted stating the reasons for the "no Proposal". For the City of Powder Springs purposes, it is important to know why Proposers chose not to submit this proposal.
9. Proposers not responding will be recorded as "No Response".

## **SPECIAL INSTRUCTIONS**

### **1. Scope Reduction Clause**

The City of Powder Springs (the "City") reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive Bidder (or multiple Bidder) proposal's is higher or lower than The City's budgeted amount for the project. The City of Powder Springs, at its sole discretion reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction clause will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

### **2. Additional Work**

The City of Powder Springs reserves the right to add to the contract any future work, with the agreement of the contractor, at prices offered in this Proposal. This option

will be enacted during the contract if it is in the best interest of the City, and with agreement of the contractor ("Contractor").

### **3. Insurance Requirements**

Submit all Proposals with a Certificate of Insurance in compliance with State of Georgia minimum insurance requirement to include worker's compensation. Upon Award, Contractor shall present a Certificate naming the City of Powder Springs as Additional Insured. Contractor shall be responsible for all injuries or damages of any kind resulting from his work, to persons or property. The minimum insurance requirements are as follows:

- a. Commercial General Liability Coverage for personal injury and/or property damage with a minimum limit of \$1,000,000 per occurrence.
- b. Commercial Excess Umbrella for liability for bodily injury and/or property: damage and in excess over other coverage in an amount of at least \$1,000,000 combined single limit.
- c. Worker's Compensation and Employers Liability - Statutory coverage at a minimum of \$500,000 per accident.
- d. Each policy shall contain an endorsement that, in the event of change or cancellation, thirty (30) days prior written notice must be sent by mail to the City.

#### **A. Required Bonds**

The following bonds will be required by the City:

1. A **Proposal bond** satisfactory and payable to the City of Powder Springs in the amount equal to 5% of the Proposal price must be submitted with the Proposal. The Proposal bond shall be executed by a surety company, licensed to do business in the State of Georgia listed in the Department of the Treasury Circular 570, latest revision. The Surety Company shall have an A.M. Best Company minimum rating of no less than A- or otherwise acceptable to the City. No company, regardless of the size or financial rating, will be allowed to write its own bond. **SUBSTITUTION OF CASHIER'S CHECK, CERTIFIED CHECK, OR CASH DEPOSIT (OR SUBSTITUTION OF IRREVOCABLE LETTER OF CREDIT FOR PROPOSAL BOND AMOUNTS UP TO \$750,000) MAY, AT THE CITY'S SOLE DISCRETION, BE ACCEPTED.**
2. A **Performance Bond and a Labor and Materials Payment Bond** satisfactory to the City each in the amount of 100% of the contract price will be required of contractor to guarantee delivery of the completed work and Services under the contract and payment for labor and materials. No company, regardless of size or financial rating, will be allowed to write its own bonds. The Surety Company shall have an A.M. Best Company minimum rating of no less than A- or be otherwise acceptable to City. The Bonds must be delivered to the City prior to City's execution of the Contract and must be accompanied by a letter stating the bonding company's current rating. In the event that the bonds are not timely

presented or if the City deems the bonds unsatisfactory, the contract may be terminated or, at its option, City may require contractor to present acceptable bonds. Substitution of an irrevocable letter of credit by a bank or savings and loan association for a performance bond up to and including \$750,000 may, at City's sole discretion, be acceptable.

3. **The Proposal Bond**, the Performance, and Labor and Material Payment Bonds must be accompanied by a Certificate of Power of Attorney showing that the party who executed the bonds is authorized to do so by the surety company.

#### **4. Indemnification**

Contractor shall assume the obligation to indemnify and hold harmless the City, its officers, employees, engineers, associates, agents, subcontractors and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause. Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of Contractor. The City may review any disputes and the City's decision shall be final.

#### **5. Georgia Security and Immigration Compliance**

In compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91), all contractors must comply with the above mentioned State of Georgia regulations by completing the provided affidavits relative to contractor and subcontractor stating affirmatively that the contractor and any subcontractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this RFP and must be signed and provided with the Proposals submission.

#### **6. Personnel**

Contractor shall only hire and employ individuals performing services hereunder with suitable training, experience and skills to perform the services and the position to which such individual is assigned. Contractor shall, at its expense, conduct (or cause to be conducted), in compliance with all applicable laws, the following checks on each individual performing services hereunder:

- a. Background check, including the: (i) name and all names used in the previous seven years, (ii) date of birth, (iii) city, state, and country of birth, and (iv) passport number (if one is held) and issuing country, issue date and expiration date;

- b. Criminal checks; and
- c. Drug testing.

At the City's request, and to the extent permitted by law, Contractor shall provide copies of such checks with respect to any individual performing services hereunder, and the City shall comply with the law with respect to the use, retention, disposal and confidentiality of such information. With respect to any individual performing services hereunder that the City believes is (a) not conducting him or herself in accordance with the applicable code of conduct as provided to Contractor by the City from time to time, (b) improperly providing the services, (c) engaged in conduct that is criminal, fraudulent or likely to cause harm to the City's employees or property or (d) not adequately complying with the terms of the service contract, Contractor shall, upon the City's request, as soon as reasonably practicable: (i) if applicable, terminate such individual's access to City property, and (ii) remove such individual of his or her responsibility of providing services to the City.

#### **7. Ordinances and Regulations**

Selected contractor(s) must comply with all pertinent federal, state and local ordinances and regulations. Contractor shall adhere to all City of Powder Springs ordinances pertaining to the work performed as found at <http://library.municode.com/index.aspx?clientID=12469&stateID=10&statename=Georgia> and <http://www.cityofpowdersprings.org/index.aspx?NID=266> where services per this contract are provided.

#### **8. Default and Termination**

- a. **Default** - The City may on thirty (30) days notice to the Contractor terminate the service contract, and without prejudice to any other remedy it may have, when the Contractor materially default in the performance of any provision of this specification, or materially fails to carry out the work in accordance with the provisions of the service contract. Default by the Contractor will include, but is not limited to, the following:
  - i. Failure by the selected firm to provide service in accordance with the specifications.
  - ii. Contractor fails to continually perform the service for three (3) consecutive business days during the term hereof for reasons other than a force majeure event.
  - iii. Insolvency or filing of a voluntary or involuntary petition in bankruptcy court by the Contractor.
  - iv. Commencement of a foreclosure proceeding of a lien against the facility or its conveyance in lieu of foreclosure.
  - v. Contractor fails to cure any other breach of default in the performance of its duties or obligations set forth in the contract within five (5) days of receipt by Contractor of written notice of such breach or default.

- b. **Termination** - The City may terminate the contract, for convenience purposes, upon sixty (60) days written notice. Upon any termination of the contract, the Contractor shall, unless notified in writing otherwise, take all reasonable precautions to complete the work in progress and to minimize the expenses of the City incident to such termination and the completion of the work. Thereafter, the Contractor shall promptly discontinue the work. The City will pay the Contractor all monies owed for work completed.
- c. **Termination Assistance Services** - If requested by the City, Contractor shall provide the City with such assistance as may be required to transition the provision of the services from Contractor to a successor service provider without interruption to, or degradation of, the services, including, without limitation, continued provision of the services and any additional services as are reasonably requested by the City.

**9. Required Submissions**

- a. All Proposals must be submitted with one original and two (2) copies. All copies must contain all required Proposal pricing forms, acknowledgements, the affidavits of compliance with the Georgia Security and Immigration Act, verification of any required Proposal bonds and the bond check, a current occupational/business license, a current State of Georgia Utility Contractor license and a current and valid Certificate of Insurance showing the minimum insurance coverage as specified above.
- b. On the Vendor Questionnaire and Reference Forms provided in this RFP, all Proposers must provide a minimum of three (3) business and/or government references to the City of Powder Springs for which a project similar to the scope of this project was completed within the last three (3) years. This listing shall include names, addresses, telephone numbers and email addresses of the business/government official project manager.

**SCOPE OF WORK:**

**I: Initial Work**

- Bridge Scour Repair on Bent 4 at Powder Springs Creek on Lewis Road.

**II: Familiarization with scope of work**

Before submitting a proposal, each Respondent shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Respondent shall be responsible for fully understanding the requirements of this RFP and the resulting contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of this RFP and resulting contract requirements. The submission of a Proposal will constitute a representation of compliance by the Respondent. There will be no subsequent financial adjustment, other than that provided by the resulting contract, for lack of such familiarization.

**Exhibit A: Summary of Quantities**

Project ID 119-002  
 Job name Bridge Scour at Lewis Road

Item Number	Roadway Item	Units	Quantity	Price (\$)	Amount
150-1000	TRAFFIC CONTROL- 5% OF TOTAL	LS	1		
163-0232	TEMPORARY GRASSING	AC	1		
163-0240	MULCH	TN	2		
163-0300	CONSTRUCTION EXIT	EA	1		
163-0527	CNST/REM RIP RAP CKD, STN P RIPRAP/SN BG	EA	5		
163-0529	CNST/REM TEMP SED BAR OR BLD STRW CK DM	LF	75		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE TP C	LF	100		
165-0041	MAINT OF CHECKDAMS- ALL TYPES	LF	150		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	100		
210-0100	GRADING COMPLETE - 30% OF TOTAL- BRIDGES	LS	1		
207-0203	FOUND BK FILL MATL, TP II	CY	40		
318-3000	AGGR SURF CRS	TN	50		
573-1006	UNDDR PIPE ONLY, 6 IN	LF	80		
603-2180	STN DUMPED RIP RAP, TP 3, 12 IN	SY	15		
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	SY	360		
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	60		
603-7000	PLASTIC FILTER FABRIC	SY	500		
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	200		
700-6910	PERMANENT GRASSING	AC	1		
700-8000	FERTILLZER MIXED GRADE	TN	1		
700-9300	SOD	SF	100		
716-2000	EROSION CONTROL MATS, SLOPES	SY	150		
	SUBTOTAL				
	Allow for Contingency (15%)				
	COST OF PROJECT				

**Cost of Project in words** \_\_\_\_\_

\_\_\_\_\_

**PROPOSAL SPECIFICATIONS & PRICING FORM**

**RFP 19-002** Bridge Scour Repair on Bent 4 at Powder Springs Creek on Lewis Road

The City of Powder Springs is requesting unit pricing in order to contract with a sole or dual contractor for Bridge Scour Repair on Bent 4 at Powder Springs Creek on Lewis Road, this includes labor, materials, and equipment costs, *Contractor must be able to respond within three days after notice to proceed is issue.*

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

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

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

Email: \_\_\_\_\_

The \_\_\_\_\_ Company submits the following Proposal Line Item Pricing for **RFP 19-002**, Bridge Scour Repair on Bent 4 at Powder Springs Creek on Lewis Road as specifications section above .



*Please complete and submit the Acknowledgement below:*

**ACKNOWLEDGEMENTS**

\_\_\_\_\_ We acknowledge that we take no exceptions to the specifications

OR

\_\_\_\_\_ We acknowledge that we do take exceptions to the specifications and an Itemized list of exceptions is attached.

\_\_\_\_\_ We acknowledge that we have read and signed the Contractor & Subcontractor's Affidavits.

\_\_\_\_\_ We acknowledge that we can commence work within THREE (3) days Following the notice of proceed required by the City.

\_\_\_\_\_ We acknowledge that services will be performed based on the City's Required time frame.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**City of Powder Springs, Georgia**  
**SUB CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Powder Springs has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603) ; in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is 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.

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

\_\_\_\_\_  
By: Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Office or Agent of Subcontractor

Subscribed and sworn before me on this, the \_\_\_\_\_ Day of \_\_\_\_\_, 2019

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

My commission expires: \_\_\_\_\_

**City of Powder Springs, Georgia**

**CONTRACTOR QUESTIONNAIRE**

Questionnaire must be completed by all Contractors and returned with Proposals responses. Any additional pages provided should be clearly label.

- 1. How long have you been in business?

\_\_\_\_\_

- 2. Give us background information on your company, including the number of employees available to service the City of Powder Springs, the closest office location, as well as any financial ratings and reports available. Separate attachments are acceptable, but please label them clearly.

- a. How many employees are available to service the City?

\_\_\_\_\_

- b. Please provide the name and address of your local office:

\_\_\_\_\_

- 3. Have you done similar business with other municipal agencies in the past three (3) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please list agency and volume of business:

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

**City of Powder Springs, Georgia**

**Client Reference Sheet**

Reference must be provide by responding Contractor by using the form below. It is the Contractor's responsibility to provide complete and accurate reference information on the form below, including email addresses.

1. \_\_\_\_\_  
Company/Municipality

\_\_\_\_\_

Address, City, State, Zip Code

\_\_\_\_\_

Name of Contact Person Telephone Number

\_\_\_\_\_

Email Address

\_\_\_\_\_

Type of Project, Date Range of Work Completed

2. \_\_\_\_\_  
Company/Municipality

\_\_\_\_\_

Address, City, State, Zip Code

\_\_\_\_\_

Name of Contact Person Telephone Number

\_\_\_\_\_

Email Address

\_\_\_\_\_

Type of Project, Date Range of Work Completed

3. \_\_\_\_\_  
Company/Municipality
- \_\_\_\_\_  
Address, City, State, Zip Code
- \_\_\_\_\_  
Name of Contact Person Telephone Number
- \_\_\_\_\_  
Email Address
- \_\_\_\_\_  
Type of Project, Date Range of Work Completed

