

CITY OF JONESBORO, GEORGIA

October 20, 2016

REQUESTS FOR PROPOSALS

West Mill Street Sidewalk Construction **Project w/ Curb & Gutter**



OFFICE OF THE CITY ADMINISTRATOR
Ricky L. Clark, Jr. CMC, City Administrator
124 North Avenue
Jonesboro, Georgia 30236
770-478-3800

CITY OF JONESBORO REQUEST FOR SIDEWALK CONSTRUCTION

QUOTES DUE: (Friday, October 28, 2016), (1:00) PM EST in hard copy.

Questions should be directed to City of Jonesboro, Joe Nettleton, Public Works

Director via e-mail to:

jnettleton@jonesboroga.com

or via phone (404)472-5953

Instructions to Prospects:

All spaces below are to be filled in and the quote Letter on page two must be signed where indicated. Failure to sign and return the quote Letter may cause rejection of the quote.

COMPANY NAME: _____
TAX ID: _____
CONTACT PERSON: _____
ADDRESS: _____
CITY: _____
PHONE: _____
FAX _____
EMAIL ADDRESS: _____

Introduction: The City of Jonesboro, Georgia is requesting proposals for the construction of concrete sidewalks along West Mill Street between Fayetteville Road and a point north of Lee Street (see attached diagram). In accordance with requirements of the City of Jonesboro and the State of Georgia, all submitted proposals shall include the E-verify or exemption affidavit form.

Scope of Work: This project will consist of sidewalk construction for approximately 1383' of new 5' sidewalk on West Mill Street from Fayetteville Road to a point north of Lee Street. In addition, curb and gutter is also required.

The contractor shall be responsible for the removal of the existing of the existing asphalt sidewalk, grading, compacting, forming, pouring and finishing of concrete, installing necessary topsoil and grassing to restore any disturbed areas to its original condition, removal and replacement of any disturbed shrubbery and clean up.

The contractor shall comply with all ADA requirements and will also be responsible for the:

- Installation of seven (7) new ADA ramps
- Thirteen drive way cuts and repair

- Traffic control
- Replacement of any mailboxes
- Guard rails should any be needed

The contractor shall be responsible for furnishing all materials and labor to complete the project, and shall coordinate construction dates and times with the City of Jonesboro Public Works Director.

All work must be approved prior to the release of payment. All work is expected to be completed within 30 days after a notice to proceed has been issued, pending any unnatural weather occurrence.

All work shall conform to federal, state and local requirements and regulations.

This project is partially funded with GDOT LMIG funds.

Contact with the City of Jonesboro

Questions concerning the requirements, specifications or scope of services shall be directed to Joe Nettleton, Public Works Director at 404-472-5953. Questions can also be directed to Mr. Nettleton via email at jnettleton@jonesboroqa.com

Submission of Proposal

Sealed proposals shall be submitted no later than Friday, October 28th at 1:00 p.m. Proposal delivered after this date and time will not be considered. The sealed proposals will be opened at 1:15 p.m. at the following location:

City of Jonesboro City Hall
124 North Avenue
Jonesboro, Georgia 30236

Interested contractors should submit three (3) copies of the proposals with the required attachment in a sealed envelope to the City of Jonesboro, 124 North Avenue, Jonesboro, Georgia 30236 and clearly marked on the outside, "RFP West Mill Street Projection."

Upon award, the contract shall enter into a contract with the City of Jonesboro for services specified in this RFP. Approved Performance and Payment Bonds for 100% of the bid amount will be required from the successful bidder and must be provided to the City within ten (10) days of being notified of the award.

Selection Criteria

- A. The skill, experience, training of the persons who will be performing the services requested
- B. Prior experience
- C. The degree of responsiveness to this request for proposals
- D. Project costs

Nondiscrimination – The vendor who is selected as the contractor, as required by law,

shall not discriminate directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability or sexual preference.

Compliance with Laws

In connection with the furnishing of supplies or performance of work under the contract, the Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, Georgia Security and Immigration Compliance Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Insurance Requirements

The vendor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Georgia.

- A. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Georgia.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence Coverage shall include the following: (A) contractual liability; (B) products and completed operations; Independent Contractors Coverage; (C) Broad Form General Liability Endorsement or Equivalent.
- C. Motor Vehicle Liability Insurance, including Georgia No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hire vehicles.
- D. Additional Insured – Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured". The City of Jonesboro, all elected and appointed officials, all employees and volunteers, all boards, commissions and board members, including employees and volunteers thereof.
- E. Cancellation Notice – All insurance described above and shall include and endorsement stating the following: It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City of Jonesboro, 124 North Avenue, Jonesboro, Georgia 30236.
- F. Proof of Insurance – The vendor shall provide to the City of Jonesboro at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance of each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

Indemnification and Hold Harmless

The vendor who is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the City of Jonesboro and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court

costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the City of Jonesboro and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the City, its officers, employees, servants, and agents by the insurance coverage obtained and/or maintained by the contractor.

Gratuity Prohibition

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Jonesboro for the purpose of influencing consideration of this proposal.

Right of Negotiation

The City of Jonesboro reserves the right to negotiate with the selected Proposer the fee for the proposed scope of work and the exact terms and conditions of the contract.

Independent Contractor

The Proposer represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be employees of the City of Jonesboro. The Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold City of Jonesboro, its officers, agents, and employees, harmless from and against, and any all loss; cost (including attorneys' fees); and damage of any kind related to such matters. The Proposer understands that the City of Jonesboro cannot save and hold harmless and/or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the contract.

Right of Rejection

The City of Jonesboro reserves the right to reject any or all proposals, to waive any informalities or irregularities in proposals, and/or negotiate separately the terms and conditions of all or part of the proposals as determined to be in the best interest of the City's best interest in its sole discretion.

ATTACHMENT A

Proposal Submittal Page

Submitted to: the City of Jonesboro

Submitted by: (Name, address, email contact, and telephone number)

1. Quote for Services: (Please attach additional pages as necessary)

2. Timeframe for Completion

BID AMOUNT TOTAL: _____

Bid :

Proposer's Signature _____ **Date** _____

Thanks

**EXHIBIT B
IMMIGRATION AND SECURITY FORM**

O.C.G.A. § 13-10-91 requires contractors interested in public works contracts to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor.

In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et seq., Contractor must warrant and affirm that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>; and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.

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 which is contracting with Jonesboro, Georgia has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and Contractor warrants that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Jonesboro, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Jonesboro, Georgia at the time the subcontractor(s) is retained to perform such service.

Signature Title

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email: _____

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

EXHIBIT C
Affidavit Verifying Status
For Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Jonesboro, Georgia, I _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date

Printed Name:

*

_____ Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20_____.

Notary Public
My commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.