



# **CITY OF LITHONIA, GEORGIA**

## **Request for Proposals**

### **2022 LMIG Project**

#### **RFP 2022-FB-001**

### **Introduction**

The City of Lithonia, Georgia is requesting proposals for 2022 LMIG Project that includes Pothole repair, milling and paving at various location throughout the city. In accordance with requirements of the City of Lithonia 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:

<b>Location</b>	<b>Description</b>	<b>Size/Distance</b>
6779 Parkway Drive to Phillips St	Mill and Pave 2"	400' x 20'
2556 Phillips St	Pothole	5'x5'
2501 Lithonia Park (Around Curve)	Paving	220'x22'
Randall Ave & Ida St	Pothole	5'x5'
6709 Tribble St	Pothole	5'x5'
2544 Max Cleland Blvd	Pothole (3)	8x8 (3)
Conyers St & Ruth St	Pothole (4)	8x8 (4)
7063 Kelly St	Pothole	5'x5'
6895 Bruce Circle	Pothole	10'x10'
7050 Bruce Ct	Pothole	10'x10'
Bruce St & Walker St	Pothole	5'x5'
Smokey Row & Hammond Way	Pothole	22'x4'
2386 Randall Ave	Pothole	10'x10'
2616 Wiggins St	Pothole	8'x12'
6961 Wiggins St	Pothole	3'x3'
6865 Magnolia St	Pothole	4'x4'
6876 Magnolia St	Pothole	10'x10'
6832 Magnolia St	Pothole	10'x2'
Jenkins St	Paving	100 sy
2582 Johnson St	Pothole	6'x6'
Magnolia St & WG Reynolds Dr	Pothole (2)	10x10 (2)
Klondike Rd	Mill and Pave 2" and Restripe	4950 sy
7047 Born St & Swift St	Pothole	5'x5'
Stone Mountain Lithonia Rd	Pothole (3)	8x8 (3)
WG Reynolds ST	Pothole	5'x5'
Magnolia Water Line	Milling and Pave 2"	1550' x3'

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

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

- Milling of existing asphalt from roadway
- Sweeping roadway clean of all debris and haul off site
- Compaction of materials
- Install double yellow centerline as previously existing
- Install 5-inch white edge line to the right and left side of the roadway
- Install Railroad crossing marks
- Install stop bars

The contractor shall be responsible for furnishing all materials and labor to complete the project and shall coordinate construction dates and times with the appropriate City of Lithonia personnel.

All work must be approved prior to the release of payment. All work is expected to be completed within 45 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 Lithonia**

Questions concerning the requirements, specifications or scope of services shall be directed to LaThaydra Sands, City Administrator or Quinton Monson, Public Works Director at (770) 482-8136. Questions can also be directed to LaThaydra Sands by email at [LaThaydra.Sands@lithoniacity.org](mailto:LaThaydra.Sands@lithoniacity.org) or by fax at 678-526-0252.

### **Pre-bid Meeting**

Interested contractors may contact the Public Work's Director to schedule a meeting prior to April 22, 2022. This is not mandatory.

### **Interpretations**

No verbal or written information that is obtained other than through this RFP shall be binding on the City of Lithonia. No employee or representative of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP.

### **Submission of Proposals**

Sealed proposals shall be submitted **no later than Friday, April 29, 2022 at Noon. Proposals delivered after this date and time will not be considered.**

Interested contractors should submit (3) copies of the proposal with the required attachments in a sealed envelope to the City of Lithonia, 6920 Main Street, Lithonia, GA 30058 and clearly marked on the outside, "RFP 2022-FB-001 Max Cleland Blvd."

Upon award, the contractor shall enter a contract with the City of Lithonia 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

### **Request for Additional Information**

Prior to the final selection, Proposers may be required to submit additional information or be interviewed, if the City deems it necessary to further evaluate the Proposer's responses and qualifications.

### **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 and/or aggregate combined single limit. 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 hired 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 Lithonia, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

- E. Cancellation Notice – All insurances described above shall include an 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 Lithonia, 6920 Main Street, Lithonia, GA 30058.
- F. Proof of Insurance – The vendor shall provide to the City of Lithonia at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for 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 Lithonia 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 attorney fees that the City of Lithonia 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 in 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 City of Lithonia for the purpose of influencing consideration of this proposal.

### **Right of Negotiation**

City of Lithonia 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.

### **Conflict of Interest**

The Proposer covenants that he/she presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services requested. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in any contract for the requested services.

### **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 Lithonia. 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 Lithonia, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorneys' fees); and damage of any kind related to such matters. The Proposer

understands that City of Lithonia 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 Lithonia 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 City's best interest in its sole discretion.



**ATTACHMENT A**

**PROPOSAL FORM COVER PAGE**

**(Submit three (3) copies)**

**PROJECT: RFP#2022-FB-001 – MAX CLELAND BLVD INTERSECTIONS**

SUBMITTED TO: CITY OF LITHONIA

SUBMITTED BY: (Name, address, e-mail contact, and telephone number of company)

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City of Lithonia, Georgia:

Having carefully examined the Request for Proposals for RFP 2022-FB-001, the undersigned proposes to furnish services for the Max Cleland Blvd project.

Signed, sealed, and dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

Proposer: \_\_\_\_\_

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

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

**ATTACHMENT B**

**REFERENCES FOR PAST PROJECTS**

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

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

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

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

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

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

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

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

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

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

[INCLUDE ADDITIONAL PAGES, IF NEEDED]

**ATTACHMENT C**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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 engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

\_\_\_\_\_  
Name of Contractor

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

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

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2022 in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

NOTARY PUBLIC

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



**ATTACHMENT D**

**Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)**

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs ten (10) or fewer employees and is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 2022 in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Printed Name of Exempt Private Employer

\_\_\_\_\_  
Signature of Exempt Private Employer or  
Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

\* This affidavit is for submissions made on or after to July 1, 2013.



## LMIG 2022 COST ITEMIZATION

(Please include with you bid packet)

Location	Description	Size/Distance	Cost Estimate
6779 Parkway Drive to Phillips St	Mill and Pave 2"	400' x 20'	
2556 Phillips St	Pothole	5'x5'	
2501 Lithonia Park (Around Curve)	Paving	220'x22'	
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WG Reynolds ST	Pothole	5'x5'	
Magnolia Water Line	Milling and Pave 2"	1550' x3'	
		<b>Grand Total</b>	