



**THE CITY OF SMYRNA  
2800 KING STREET  
SMYRNA, GEORGIA 30080**

**INVITATION TO SUBMIT QUOTATION NO. RFQ 18-015**

**REQUEST FOR QUOTATIONS FOR  
RESURFACING PROJECTS**

Competitive Quotations will be received at the City of Smyrna Purchasing Department, 2800 King Street, Smyrna, GA 30080, no later than 10:00 A.M., Tuesday, April 17th, 2018. Quotations are being received for various resurfacing projects per the City's time frame. A tentative list of streets and locations scheduled for resurfacing is included.

As described in the specifications attached, all submissions for City of Smyrna resurfacing projects (RFQ 18-015) must comply with all general and special instructions. The City of Smyrna reserves the right to accept or reject any or all Quotations and award in the best interest of the City. Contractors must provide current State of Georgia Contractor's license and information about individual licensee.

Quotations must be delivered to the address listed above no later than the time and date indicated. A "Sealed Bid Label" has been enclosed to affix to your quote. This label **MUST** be affixed to the outside of the envelope or package. Failure to attach the label may result in your quote being opened in error or not routed to the Purchasing department. There is no pre bid meeting scheduled for this Quotation.

**QUESTIONS:** All questions or request for additional information must reference RFQ 18-015 resurfacing projects and must be submitted by email or in writing by 5:00 P.M., Wednesday, April 11<sup>th</sup> 2018, to Larry Terry, Croy Engineering at [lterry@croyengineering.com](mailto:lterry@croyengineering.com). All questions and answers will be sent to all bidders. After the RFQ is issued, no contact will be permitted between bidders and any other City staff members or elected officials, except through Purchasing. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. The Purchasing Department phone numbers are 678-631-5406.

## GENERAL INSTRUCTIONS

1. All Quotations must be delivered to the City of Smyrna Purchasing Division, 2800 King Street, Smyrna, Georgia 30080, no later than the time and date indicated in the Request for Quotation. Any Quotation received after that time will not be considered for award.
2. The City of Smyrna reserves the right to waive any and all technicalities, formalities or irregularities. The City may also accept or reject any or all Quotations, and award the bid to the lowest responsive and responsible bidder in the best interest of the City. The City may reject the Quotation of any vendor that has previously failed to perform properly or complete on time, contracts of a similar nature. Quotations by a vendor that, in the sole opinion and discretion of the City of Smyrna, is not in the position to fulfill the contract may also be rejected.
3. All Quotations must be submitted using the Bid Pricing Form provided. All information regarding bidder name, address, telephone number and contact person must be provided. Bidders must fill in bid prices and other information as indicated.
4. All bidders 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.
5. Quotations may be withdrawn by written or faxed request, provided such withdrawals are received prior to the time and date of the opening of bid Quotations.
6. All Quotations must be submitted with one original and three (3) copies.  
***PLEASE NOTE: We encourage 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 a response, along with other required documentation.***
7. If a bidder chooses to not submit a Quotation, it is requested that a “NO BID” be submitted stating the reason for the “no bid”. For our purposes, it is important that we know why bidders chose to not submit. Any bidder submitting a “no bid” will be recorded as such.
8. Bidders not responding will be recorded as “No Response”. After three consecutive “No Responses”, the bidder will be dropped from the bid list.

---

---

## SPECIAL INSTRUCTIONS

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

The City of Smyrna (the "City") reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive contractor's (or multiple contractors') Quotation is higher or lower than our budgeted amount for the project. The City of Smyrna, 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 Smyrna reserves the right to add to the contract any future work, with the agreement of the contractor, at prices offered in this Quotation. This option will be enacted during the contract or within twelve months of the end of the contract, if in the best interest of the City, and with agreement of the contractor ("Contractor").

### 3. **Performance Bond and Labor and Materials Payment Bond**

A Performance Bond and Labor and Materials Payment Bond satisfactory to the City will be required of Contractor to guarantee delivery of the completed Work and services under this Agreement and payment for labor and materials. The Performance Bond shall be in the amount equal to 100% of the Contract Price. The Labor and Materials Payment Bond shall be in the amount equal to 110% of the Contract Price. 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 Cashier's Check, Certified Check or Cash Deposit (or substitution of an irrevocable letter of credit by a bank or savings and loan association for a Performance Bond amount up to and including \$500,000) may, at City's sole discretion, be acceptable.

(a) 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. **Bid Guarantee** **Bid Bond:**

All proposals shall be accompanied by a bid bond in the amount of no less than five percent (5%) of the total bid amount. The bid bond may be in the form of a cashiers' check, certified check, money order, or bond from a bonding company licensed to do business within the State of Georgia. Bonds will be made payable to the City of Smyrna.

**5. Insurance Requirements**

All Quotations submitted must be accompanied by a Certificate of Insurance in compliance with the minimum requirements of the State of Georgia to include worker's compensation. Upon Bid Award, Contractor shall present a Certificate naming the City of Smyrna 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 \$2,000,000 combined single limit.
- c. Worker's Compensation and Employers Liability – Statutory coverage at a minimum of \$100,000 per accident.
- d. Automobile Public Liability and Property Damage with limits of \$1,000,000 per person in any one claim and subject to that limit for each person; \$1,000,000 for two or more persons in any one accident for bodily injury liability and \$1,000,000 for property damage liability on the comprehensive form covering all owned, non-owned and hired vehicles used in conjunction with the contract.

Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) day prior written notice must be sent by mail to the City.

**6. 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.

**7. 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) and further updated in House Bill 87 and Senate Bill 160, 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 Quotation submission. An individual, or company with no employees, should complete the SAVE documentation and include a copy of a principal's drivers' license or passport to verify U.S. citizenship.

**8. 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. 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.

**9. 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 Smyrna ordinances pertaining to the work performed as found at <http://www.smyrnacity.com/> under Government / City Ordinances where services per this contract are provided unless stated in the specifications. A copy of the newest Sign Ordinance is included with this RFP.

**10. Required Submissions**

- a. All Quotations must be submitted with one original and three (3) copies. All copies must contain all the required documents, bid pricing forms, acknowledgements, the Contractors and Subcontractors affidavits of compliance with the Georgia Security and Immigration Act or a completed SAVE for with verifiable identification, a current occupational/business 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 bidders must provide a minimum of three (3) business and/or government references to the City of Smyrna 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.



**BID SPECIFICATIONS  
RFQ 18-015  
RESURFACING PROJECTS**

Item Number	Item Description	Unit	Quantity	Unit Price	Bid Price
1	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	5790		
2	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	60600		
3	BITUM TACK COAT	GAL	4850		
4	THERMOPLASTIC STOP BAR, 24 IN, WHITE	EA	34		
5	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	14186		
6	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	300		
7	LOOP DETECTOR	EA	3		
8	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	EA	635		
9	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	140		
10	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	2		
11	CONTINGENCY			\$50,000	\$50,000

Total Bid \_\_\_\_\_

**Please see attached list of streets and locations to be included in the 2018 Paving Projects.**



## RFQ 18-015

	ROAD NAME	BEGINNING	ENDING
1	Glendale Place	South Cobb Drive	Glendale Circle SE
2	Wisteria Lane	Brentwood Drive	South Cobb Drive
3	Westbrook Drive	Magnolia Drive	South Cobb Drive
4	Springwood Drive SE	King Springs Road	Cul-de-sac
5	Lea Court SE	North Cul-de-sac	South Cul-de-sac
6	Diane Court	North Cul-de-sac	South Cul-de-sac
7	Vinings Approach Drive SE	Cooper Lake Road	Vinings Estates Drive
8	Plumcrest Road SE	Rebecca Lane	North Cul-de-sac
9	Plumcrest Circle SE	Rebecca Lane	Rebecca Lane
10	King Street SE	Church Street SE	Village Green Circle SE
11	Chrysler Avenue SE	Wells Drive SE	Cul-de-sac
12	Dodge Street SE	Wells Drive SE	Elizabeth Avenue SE
13	Mell Court SE	Wells Drive SE	Elizabeth Avenue SE
14	Wells Circle SE	Wells Drive SE	Cul-de-sac
15	Elizabeth Avenue SE	Mell Court SE	Chrysler Avenue SE
16	Wells Drive SE	Pat Mell Road SE	Cul-de-sac
17	Birch Street	Glendale Place	Powder Springs Street
18	Glendale Circle	Burbank Circle	Burbank Circle
19	Powder Springs St.	Hamby Street	South Cobb Dr.



Please complete and submit the Acknowledgements 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 and Subcontractor Affidavits.

\_\_\_\_\_ We acknowledge we can commence work within one (1) week following the notice to proceed of projects required by City.

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

Date \_\_\_\_\_



City of Smyrna, Georgia  
**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91 (b) (1), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Smyrna has registered with and is participating in a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability 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:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
EEV/ Federal Work Authorization User Identification Number      Date of Authorization

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

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

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

\_\_\_\_\_  
BY: Authorized Officer or Agent

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

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

Notary Public  
My Commission Expires:

\_\_\_\_\_



City of Smyrna, Georgia  
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91 (b) (1), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Smyrna has registered with and is participating in a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
EEV/ Federal Work Authorization User Identification Number      Date of Authorization

Name of SubContractor\_\_\_\_\_

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

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

\_\_\_\_\_  
BY: Authorized Officer or Agent

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

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

Notary Public  
My Commission Expires:  
\_\_\_\_\_

# **SEALED BID**

**DO NOT OPEN**

Deliver to: City of Smyrna Purchasing  
2800 King Street  
Smyrna, GA 30080

Vendor: \_\_\_\_\_

RFQ 18-015 Resurfacing Projects

Due Date: Tuesday, April 17, 2018 - 10:00 a.m.