



**REQUEST FOR PROPOSALS (No. 005-18)**

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**UNITY POINT REHABILITATION  
AND RECONSTRUCTION  
DESIGN/BUILD SERVICES**

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**February 7, 2018**

The City of Rome, Georgia is requesting proposals from qualified design/build teams to provide design and construction services for the rehabilitation and reconstruction of Unity Point at the confluence of the Oostanaula River and Coosa River. The work involves structural stabilization of the river banks and reconstruction of the pedestrian overlook at the site. A pre-proposal conference will be held at 10:00 a.m. on Thursday, February 22, 2018 in the Sam King Room of City Hall located at 601 Broad Street, Rome, Georgia 30161. The City of Rome reserves the right to accept, reject, and/or negotiate any or all proposals as determined by them to be in the City's best interest.

Proposals shall be received until 10:00 a.m. on Thursday, March 15, 2018 in the Sam King Room of City Hall, 601 Broad Street, Rome, Georgia 30161, at which time and place all Proposals will be publicly opened and acknowledged.

To obtain more detailed instructions concerning the scope of work, and information to be included in Proposals submitted in response to this Request visit the City of Rome website at <http://www.rome.ga.us> or contact the Public Works Office at (706)236-4466. Also, you may request the 'Instructions to Bidders for Unity Point Rehabilitation and Reconstruction Design/Build Services (No. 005-18)' by e-mail to [mhollingsworth@rome.ga.us](mailto:mhollingsworth@rome.ga.us) or by fax (706)236-4532, being sure to include your company name and mailing address.

CITY OF ROME, GEORGIA

By: Ms. Johnna Allen  
Purchasing Director

**BID FORM**

TO: City of Rome – Purchasing Department  
ATTN: JOHNNNA M. ALLEN  
P.O. Box 1433  
601 Broad Street  
Rome, Georgia 30162-1433

**“005-18 – “Unity Point Rehabilitation and Reconstructive Design/Build Services**

Quantity	Description	Unit Price
1	Design/Build Services	\$ _____

Expected Completion Date: \_\_\_\_\_

All bids submitted shall be subject to acceptance or rejection and the City of Rome specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the Purchasing Department.

\_\_\_\_\_  
Name of Individual, Partner  
Or Corporation

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company phone number

Please Attach Contact’s Business Card:

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the Instructions to Bidders.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said Instructions to Bidders.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **March 15, 2018 at 10:00 a.m.** but may not be withdrawn after such date and time.

That the City of Rome reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Rome reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Rome has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Rome. The bidders may be declared, by the City of Rome, ineligible for further contracts with the City of Rome until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

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BIDDER

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SIGNATURE

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TITLE

**DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full. The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3 (b) (7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Bidder: \_\_\_\_\_

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

Name: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

CITY OF ROME, GEORGIA

**E-VERIFY COMPLIANCE AFFADAVIT**

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 the City of Rome, Georgia 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 \_\_\_\_\_, \_\_\_\_, 20\_\_ 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 \_\_\_\_\_, 20\_\_\_\_

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

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

CITY OF ROME, GEORGIA

SAVE COMPLIANCE AFFIDAVIT

O.C.G.A § 50-36-1(e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a (n) Contract or Services, as referenced O.C.G.A. C. § 50-36-1, from the City of Rome, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United State citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.  
My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit. The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_.

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 O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Name of Applicant Printed

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVITS**

The City of Rome, Georgia and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor represents that it employs:

- \_\_\_\_\_ 500 or more employees;
- \_\_\_\_\_ 100 or more employees; or
- \_\_\_\_\_ fewer than 100 employees

*(Contractor must initial appropriate category).*

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

1. To secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor(s); and
2. To secure from the subcontractor(s) an affidavit attesting to the subcontractor’s compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 30-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
3. To submit such subcontractor affidavit(s) to the County when the subcontractor’s is retained, but in any event, prior to the commencement of work by the subcontractor(s)

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A Sec. 13-10-91 and DOL Rule 300-10-1-1.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVITS ON FOLLOWING PAGES

**CONTRACTOR AFFIDAVIT & AGREEMENT  
EXHIBIT A**

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 [Owner], has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. 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.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with [Owner], the Contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1). The contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to [Owner], at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
*\* The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

**SUBCONTRACTOR AFFIDAVIT  
EXHIBIT A-1**

By executing this affidavit, the undersigned subcontractor 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 [Owner], has registered and is participating in a federal work authorization program\* [and electronic verification of work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration of Reform and Control Act of 1986 (IRCA), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

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

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*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program office of U.S. Citizenship and Immigration Service (USCIS).*

END OF SECTION

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Rome or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Rome or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_

NOTARY PUBLIC



## INSTRUCTIONS TO BIDDERS

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### **UNITY POINT REHABILITATION AND RECONSTRUCTION DESIGN/BUILD SERVICES (RFP No. 005-18)**

#### **Section 1 - Background**

The voters of the City of Rome and Floyd County approved a Special Purpose Local Option Sales Tax (SPLOST) for which a portion of the additional one-cent sales tax to be collected will be used to fund the design and reconstruction of Unity Point at the confluence of the Oostanaula River and Coosa River. The work involves rehabilitation of the site with the structural stabilization of the river banks, reconstruction of the pedestrian overlook, and structural repairs to the center pier of the Robert Redden Bridge. These project locations are shown in an aerial photograph shown in Exhibit A.

The last improvements to Unity Point were constructed in 1996 in celebration of the Summer Olympics held in Atlanta. River bank stabilization at that time was accomplished with a wall of architectural masonry units and stone rip-rap. The location serves as a junction for several multi-use trails that follow the rivers both upstream and downstream. The trails along the river also cross the Oostanaula River by way of the Robert Redden Bridge. Consequently, the existing and proposed improvements will be at two sites proximate to one another and on the riverbank at several elevations in a relatively confined location. The riverbank site is also notably the point of convergence for two major sewer trunk lines before they cross the Etowah River via a siphon box before continuing downstream along the Coosa River.

The Robert Redden Bridge is now a connector for multi-use trails on both sides of the Oostanaula River. It was originally constructed as a bridge for the Central of Georgia Railroad and was designed with a center pier and turntable so that the span could be rotated allowing for boat traffic on the river.

The total SPLOST funds allocated to complete this project are \$1.8 million. The SPLOST budget for the project is intended to cover all costs associated with design, permitting, utility protection, construction, and construction inspection.

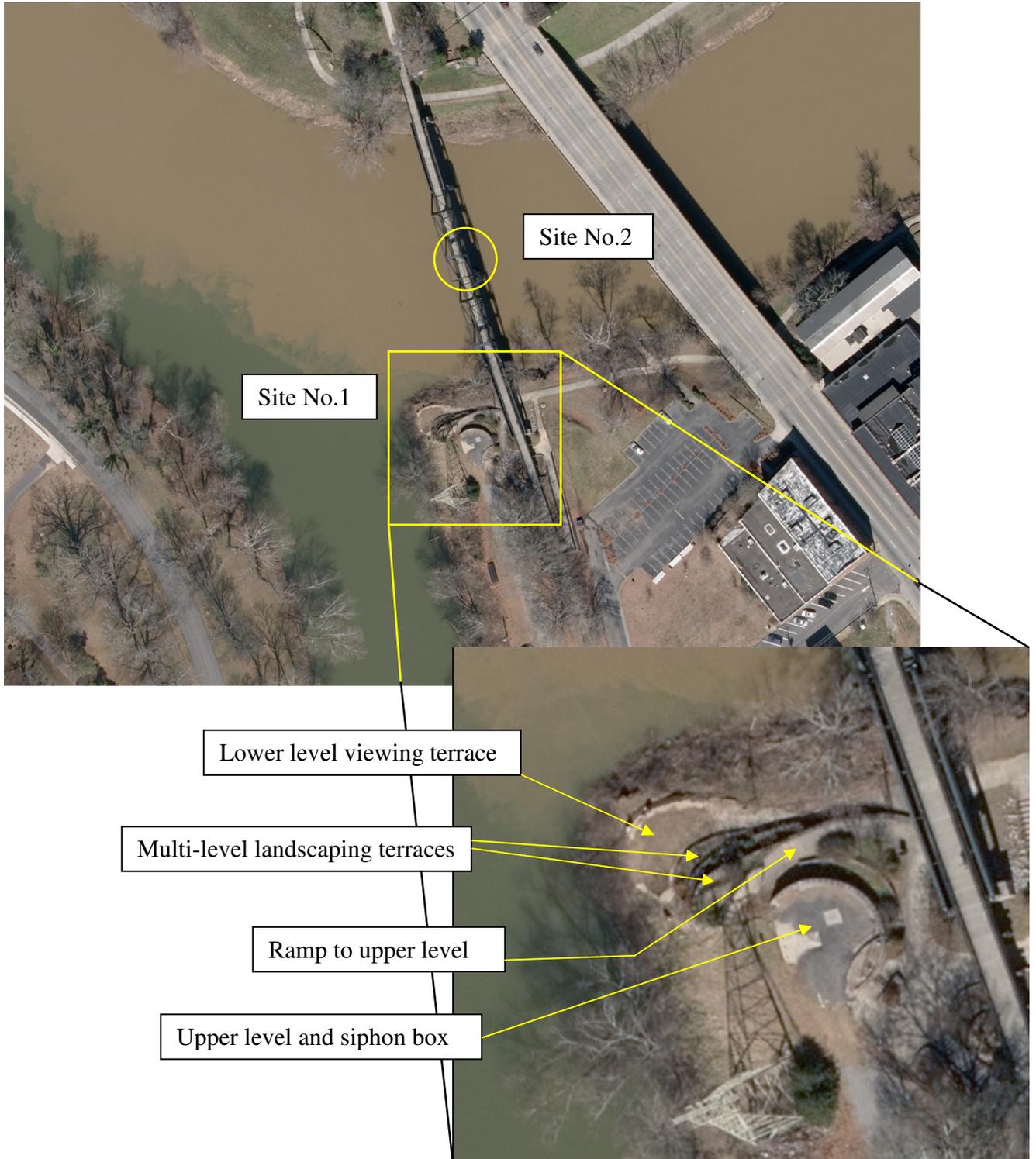
#### **Section 2 - Scope of Services**

##### **2.1 General**

The successful bidder shall perform all geotechnical investigations and other preliminary engineering tasks necessary to develop a complete set of engineering construction drawings and specifications to complete the construction of the project. The successful bidder shall also

**EXHIBIT A**  
**UNITY POINT AND ROBERT REDDEN BRIDGE**

2015 Aerial photograph of project sites



provide all technical assistance necessary to support any permit applications by the City to the Corps of Engineers, the USDA Natural Resources Conservation Service, and any other local, state or federal agencies needed for performance of the work. Construction inspection services will be performed by a third party selected by the City and not a party to this Request for Proposal. At the completion of construction, the successful bidder shall prepare As-Built drawings of the work.

The successful bidder for design/build services shall perform engineering and construction management tasks that may be necessary to insure successful completion of the project including, but not limited to:

- 1) Identifying public utilities within the site limits that may be impacted by construction or require relocation;
- 2) Designing the relocation or modification of existing utilities as required;
- 3) Designing appropriate transitions between existing and new facilities such as sidewalks, walls and landscaping;
- 4) Performing any geotechnical investigations required to support design decisions;
- 5) Designing any special structures such as retaining walls, or bridge piers;
- 6) Facility design for multi-modal use that maximizes access meeting the standards of the Americans with Disabilities Act;
- 7) Identifying and securing any permits required by local, state and/or federal law; and
- 8) Securing the approval of all design documents by regulatory authorities such as the Georgia Department of Natural Resources, the Federal Emergency Management Agency, and the Corps of Engineers.

The successful bidder shall furnish the City of Rome with five (5) sets of bound construction drawings and specifications (pre-construction) and two (2) sets of As-Built drawings (post-construction). Also furnish the City of Rome with digital copies of all the above documents for archival purposes and future reproduction (suitable formats include .pdf, .dwg, and .doc).

## **2.2 Project Site No. 1 – Unity Point at the Confluence of the Oostanaula River and the Etowah River**

With its unique location at the confluence of two rivers Unity Point is a hub for multi-use trails that travel up and down the rivers along their banks and is simultaneously a prominent vantage point for viewing the formation of the Coosa River which continues downstream. The construction of previous improvements could not withstand the rise and fall of flood waters and some deconstruction has also been necessary to provide access for maintenance and operation of the sanitary sewer siphon box also centrally located on the site. Various ground shot photographs of the site are shown in Exhibit B.

## EXHIBIT B



**B-1:** In 2013 Unity Point was still open to public with evidence of loss of masonry units at lower terrace. Little rip-rap remains below terrace or has been substantially silted over.



**B-2:** By 2018 Unity Point has been closed to public and exhibits additional damage from flooding, vandalism and construction activity around the siphon box.

**EXHIBIT B** (cont'd)



**B-3:** Upon completion, improvements to Unity Point must be attractive from the river as well as for pedestrians on the Point itself.



**B-4:** Because flood levels can rise above the lowest terrace, walking surfaces must be capable of withstanding such fluctuations and undergoing restorative maintenance without employing extraordinary methods to remove modest accumulations of silt and debris from the river.

**EXHIBIT B** (cont'd)



**B-5:** Restoration of Unity point must include preservation of connectivity between adjacent multi-use trails. Because trails can be used 24 hours a day Unity Point must have adequate lighting for user safety.



**B-6:** The sanitary sewer siphon box is centrally located on the project site. Special conditions for incorporating its presence and operation must be addressed in the rehabilitation design for Unity Point.

**EXHIBIT B** (cont'd)



**B-7:** Steps in the center of the photograph were substantially deconstructed during repairs to the siphon box in 2014. The remaining staircase must be removed. Replacement will depend on the final rehabilitation design for Unity Point.



**B-8:** The vista downstream from Unity Point is a prime reason for restoring the site to use by the public. New design features should address both environmental protection of the site and the aesthetic values of its unique location.

The objectives for rehabilitation of Unity Point are basically twofold with the expectation that certain design features or criteria be incorporated in meeting those objectives. The first objective is to secure and stabilize the maximum footprint of Unity Point at the confluence of the rivers. Due to regular flooding, periodically approaching the elevation predicted for the 100 year event, scour and/or siltation occur somewhat unpredictably. Improvements must be designed to withstand these forces and events and prevent long term erosion and loss of the existing embankment at the site.

The second objective is to reopen the site to public access. Unity Point should be restored as an attractive hub for the multi-use trails that converge at that location. The terraces previously established for pedestrian access must be restored by design and with materials that are resilient to flooding impacts. New landscaping should be similarly created that is appropriate and sustainable. The foregoing objectives must be accomplished while satisfying several criteria. All improvements must provide functionality with an attractive appearance when viewed equally by pedestrians and those using the rivers for recreation.

The Unity Point siphon box is a 50 year old structure that is a critical juncture for sewer collection in downtown Rome. It is a continuous use facility that must be occasionally accessed for maintenance. The redesign of Unity Point must accommodate maintenance and repairs to the siphon box at all times including large truck access to the top of the box structure and nearby manholes. Including significant structural elements over the sewers should be avoided. Existing walls, walkways or other elements of the existing Unity Point design that previously encroached on the siphon box should, if they are to remain, be neatly terminated and/or repaired so that the siphon box facility is not a key component of the new aesthetic. The riverside embankment where the siphons enter the Etowah River should remain substantially undisturbed and vegetated.

The Unity Point site has limited access and is itself limited in space for construction activities. The City's property that incorporates the project site has access to an adjoining street by way of the underpass of the Robert Redden Bridge as shown in Exhibit C. More direct access to the project site requires crossing a privately owned gravel parking lot. Temporary construction access rights have not been acquired by the City and, if needed, would be the responsibility of the successful bidder.

## **2.4 Project Site No. 2 - Robert Redden Bridge Center Pier Rehabilitation**

The existing pedestrian bridge was originally constructed as a bridge for the Central of Georgia Railroad and was designed with a center pier and turntable so that the span could be rotated allowing for boat traffic on the river. While no plans for the original bridge are available, it is evident that the central pier was constructed as a riveted steel cylindrical column with earth fill. Years of submergence and exposure have resulted in severe corrosion and the complete loss of steel in some areas as shown in the photographs in Exhibit D.

# EXHIBIT C

## PROJECT SITE NO. 1 – ACCESS

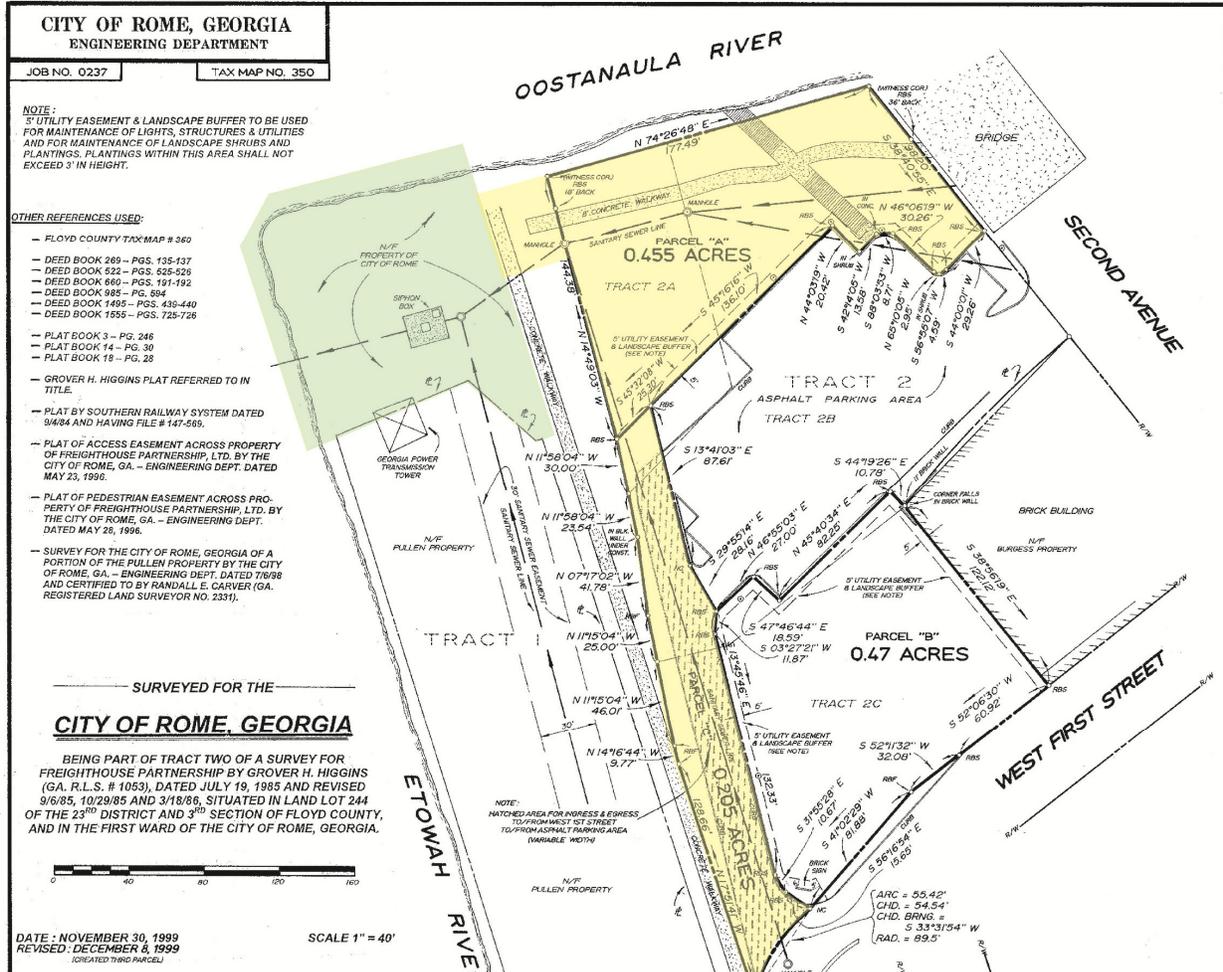
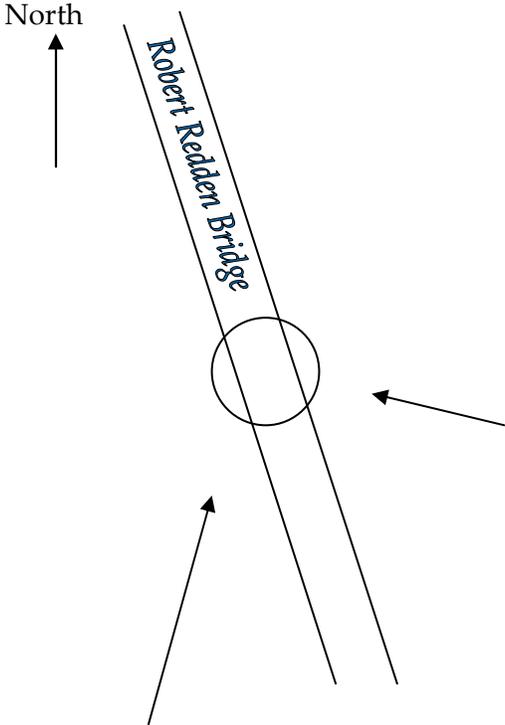


EXHIBIT D



D-1



D-2



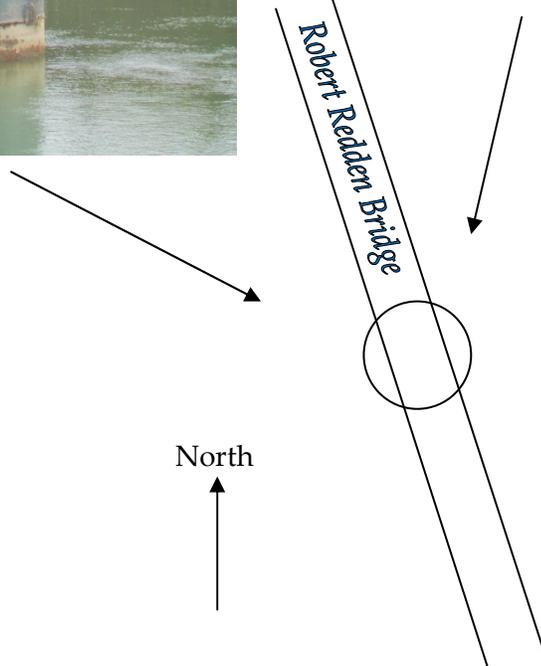
**EXHIBIT D** (cont'd)



**D - 4**



**D - 3**



Rehabilitation of the central pier must restore the structural integrity of the pier sufficiently for the current use of the bridge as a fixed pedestrian bridge. The design should be as aesthetically compatible with the historic character of the bridge as possible. Engineering design for the work must be prepared by a Professional Engineer registered in Georgia and approved to prepare bridge designs by the Georgia Department of Transportation.

## **2.5 Responsibilities of the City of Rome**

The City of Rome shall provide design grade topographical survey data for Project Site No. 1. During construction, the City shall provide and maintain survey control reference points suitable for both project sites.

## **Section 3 - Utilities, Regulatory Coordination and Permitting**

The successful bidder shall be responsible for coordinating the engineering design with utilities located within the project limits for each site. The responsibility for utility relocations will be the responsibility of the respective utilities, and not the contractor, except as pertains to storm drainage and irrigation. These later exceptions shall be included in the engineered design and incorporated into the construction phase of the work.

The successful bidder shall be responsible for coordinating the design and securing the preconstruction approval of the design by local, state or federal regulatory authorities. Such approvals may include, but are not limited to the Federal Emergency Management Agency, the Corps of Engineers and the USDA Natural Resource Conservation Service (in Rome) for soil erosion and sediment control design and National Pollutant Discharge Elimination System (NPDES) compliance.

## **Section 4 - Project Schedules**

The design/build services Proposal shall include a schedule of activities from the time of contract award for design/build services to the anticipated completion of construction. The activities detailed shall be indicative of work performed by project teams with milestones of progress identified and relatable to the allocation of costs to be provided as described in accordance with Section 7, herein.

## **Section 5 - Submittal Requirements**

Each bidder must submit four (4) copies of their Proposal, enclosed in a sealed envelope or box, addressed to Ms. Johnna Allen, Purchasing Director, 601 Broad Street, Rome, Georgia, 30161, and labeled "PROPOSAL FOR UNITY POINT REHABILITATION AND RECONSTRUCTION DESIGN/BUILD SERVICES (RFP No. 005-18)". Proposals must contain the following information:

- 1) Attached Forms (completed):
  - a. Bid Form
  - b. Bidders Declaration
  - c. Certificate of Non-Discrimination
  - d. Form W-9 Taxpayer Certification
  - e. Drug Free Work-Place Certification
  - f. E-Verify Affidavit
  - g. SAVE Compliance Affidavit
  - h. Georgia Security Act and Immigration Compliance Act Affidavits
  - i. Non-Collusion Affidavit
  - j. Acknowledgement of Addenda
- 2) The statement: "This Proposal shall be valid for 60 calendar days after the date for receipt and opening of proposals."
- 3) Bidder's information on qualifications and experience.
- 4) A description of the proposed scope of services including an outline of major tasks, work product and project milestones for each Project Site.
- 5) Proposed schedule for implementing services.
- 6) Cost proposal for services that is detailed sufficiently to evaluate the financial implications of the Proposal for the agreement contemplated, or the term of the Contract, as appropriate.
- 7) Proposed Contract Agreement (Form and Terms).

## **Section 6 - Qualifications and Experience**

Proposals must provide the following information to establish the qualifications and experience of the Bidder:

- 1) A brief description of the company represented by the Bidder, including a short history of the company, comments regarding the type of work normally performed by the company, the size of the company's professional, technical, and support staff, the resources that are available to the company pertinent to the Proposal, and the number of years the company has been in existence.
- 2) The Bidder's financial strength as contained within the Bidder's last three fiscal year's audits.
- 3) Certification that the Bidder or its officers or any predecessor companies are not under any part of the Bankruptcy Act nor ever filed under the Bankruptcy Act within the previous seven years.
- 4) Provide a listing of relative experience in providing design/build services, with emphasis on bridge and riverbank projects similar in scope, or characteristics, to that proposed for the City of Rome.

- 5) Provide a minimum of three references from similar projects with local governments. Provide the name of a contact person with a telephone number or other contact information.
- 6) Provide a summary of qualifications, specific and general, of the company, and/or branch office, and anticipated personnel to be assigned to the project.
- 7) Provide an outline of the project organizational structure to be used by your company with a description of each person's role in development and delivery of the proposed design/build services. Explain if sub-contractors or other consultants will be used and for what purpose.

### **Section 7 - Cost Proposal**

The Proposal must include a cost proposal that identifies the allocation of cost for engineering and construction services for the project by major task or activity. The cost proposal should provide a summary of costs for the project in aggregate which shall be the 'not to exceed' basis for the Contract. The cost proposal should include a billing rate schedule for all staff positions and/or construction activities that are anticipated to be involved in the project. Finally, the cost proposal shall include a 'not to exceed' cost for any services subcontracted by the bidder and not directly provided by the bidder but necessary to fulfill the responsibilities of the bidder's Proposal for services. The cost proposal shall indicate the administrative cost to be added by the bidder for subcontracted services as a percentage of the actual subcontract cost.

### **Section 8 - Insurance**

The successful bidder shall not commence work under this contract until all insurance described below has been obtained and certificates of such insurance has been furnished to and approved by the City of Rome. All of the certificates of insurance shall contain a provision that coverage under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City of Rome.

- 1) The successful bidder shall procure and maintain Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the bidder shall require the subcontractor similarly to provide Workmen's Compensation insurance for all the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the bidder's Workmen's Compensation insurance. Workmen's Compensation insurance shall satisfy statutory limits of liability.
- 2) The successful bidder shall procure and shall maintain during the life of the Contract Agreement, such Comprehensive General Liability insurance as shall protect him and any subcontractor performing work covered by this contract from claims for

damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

- a. \$1,000,000      Bodily Injury, including death, each occurrence.
- b.    \$250,000      Property Damage, each occurrence.
- c.    \$2,000,000     Property Damage, in the aggregate.

The insurance shall include coverage of the following hazards:

Products/Completed Operations  
Independent Contractors  
Contractual Liability

3) The successful bidder shall procure and shall maintain during the life of the Contract Agreement, Comprehensive Automobile Liability insurance in amounts not less than the following:

- a.    \$1,000,000      Bodily Injury or death to any one person.
- b.    \$1,000,000      Bodily Injury, each occurrence.
- c.    \$250,000        Property Damage, each occurrence.

4) The Contractor shall procure and shall maintain during this life of the Contract Agreement, Owner's Protective Liability Insurance with the same limits as the Comprehensive General Liability.

## **Section 9 - Proposal Evaluation Process**

### **9.1 Evaluation Team**

A proposal evaluation team consisting of the Public Services Manager, Water and Sewer Division Director, Public Works Division Manager and the Purchasing Director will evaluate all submitted proposals. The evaluation process will be conducted in two phases. The first phase will focus on an evaluation of the submitted proposals to produce a short list for further evaluation. The second phase will consist of an interview by the evaluation team with those Bidders who received the highest ratings in the first phase, and whose proposals are viable for further consideration.

### **9.2 Submittal Evaluation**

The first phase will include the evaluation of the technical, financial, and experience qualifications of the Bidder from the information requested in Section 6 of this RFP. Non-

responsive or incomplete proposals will be rejected for further consideration. Proposals will be ranked by each member of the evaluation team. Proposal elements will be further evaluated with the following relative weight for ranking purposes:

Basic company information	10 %
Related experience and references	20 %
Understanding of project requirements/scope	30 %
Project scheduling and tasking	10 %
Cost proposal	30 %

Rankings of each team member will be used to create a final ranking of proposals. This ranking will produce a short list of no more than three (3) proposals. The evaluation team reserves the right to request clarifications regarding information submitted as well as request additional information from any or all Bidders submitting proposals.

### **9.3 Bidder Interview**

The interview of Bidders from the short list created in the first phase will provide an opportunity for the Bidders to clarify or elaborate on their proposals. The interview may be conducted in person or by conference call and will be a fact finding and explanation session only and neither constitutes nor implies the initiation of a contract negotiation.

### **9.4 Evaluation Recommendation and Proposal Selection**

At the conclusion of the second phase of the evaluation process, the evaluation team will, as a body, once again rank the proposals and make a recommendation to the Rome City Commission regarding the proposals submitted. The Rome City Commission reserves the right to accept, reject, and/or negotiate any or all proposals as determined by them to be in the best interest of the City of Rome. The Rome City Commission reserves the right to award a contract to the next most qualified Bidder if the selected Bidder does not execute a contract within 30 days after notification of the award.

## **Section 10 - Questions and Interpretations**

### **10.1 Pre-Proposal Conference**

A pre-proposal conference will be held at 10:00 a.m. on Thursday, February 22, 2018 in the Sam King Room of City Hall located at 601 Broad Street, Rome, Georgia 30161. Appropriate City staff will be available to review the requirements and answer questions regarding this RFP. While attendance is not mandatory, prospective bidders are urged to attend. Minutes will be taken that, along with any material information provided at the conference, will be issued as an addendum to all recipients of these Instructions to Bidders. No other addenda will be issued to address inquiries or other discussion held during the Pre-Proposal Conference unless necessary to amend the RFP.

The Bidder is highly advised to examine the location of the work and to inform himself fully as to its conditions; the conformation of the ground or project site; the character, quality, the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. Failure to examine the site will not relieve the successful bidder of his obligation to provide all services, or furnish all products and labor necessary to carry out the provisions of his contract.

## **10.2 Interpretations**

No inquiries or interpretation of meaning concerning this Request for Proposal will be made to any bidder orally, except during the pre-bid conference. Every inquiry or request for interpretation should be made in writing and to be given consideration must be received at least ten (10) days prior to the date fixed for opening the Proposals. All inquiries and requests for interpretation should be addressed to:

Mr. Kirk Milam, P.E.  
Public Services Manager  
P.O. Box 1433  
200 Vaughn Road  
Rome, GA 30162-1433

## **10.3 Addenda**

Responses to inquiries and requests for interpretations, or any supplemental instructions, will be in the form of written Addenda to the Request for Proposal which, if issued, will be mailed to all prospective bidders (at their respective addresses as furnished) not later than five (5) days prior to the date fixed for opening the Proposals.