

# **Request for Proposals**

RFP # 21-014 <u>Resurfacing City Hall Parking Deck</u>

July 6, 2021

The City of Sugar Hill, Georgia (the "CITY") is now accepting sealed price proposals from qualified contractors to provide services in the removal of existing parking deck coating, repair of any damage or cracking, prep surface for new coating and install coating per manufacturer's recommendations. Also, the project will involve the removal and prevention of Calthemites on the lower deck ceiling. The City Hall upper parking deck is approximately 14,300 SF located at 5039 West Broad Street, Sugar Hill, GA, next to the City Hall. Information about this opportunity is provided below and on the city's website: <u>www.cityofsugarhill.com</u>.

Instructions for preparation and submission of a response are contained in this package. All submittals are due in the office of the Assistant City Manager located at 5039 West Broad St, Sugar Hill, Georgia, 30518, no later than 2:00 p.m. on Thursday, July 29, 2021



#### Section I: General Information

This request for proposals ("RFP") provides the process necessary to select a contractor to remove the old parking deck coating and to install a new coating. The CITY's selection committee ("Committee") will evaluate submitted proposals based upon the identified evaluation criteria and points set forth below, interview as necessary, and award based on the selection criteria established herein.

#### **Introduction**

The CITY is soliciting proposals from experienced, qualified applicants to provide all labor, materials and equipment necessary to remove the old parking deck coating, repair any cracks or damages to the decking, install a new 10-year warranty coating, parking lot striping and associated tasks. Information about this opportunity is available on the City's website.

### **Project Understanding**

The subject area is located at 5039 West Broad Street, Sugar Hill, GA, next to the City Hall. Attached is an aerial view of the parking deck with approximate calculations on the square footage of the surface area.

This project will encompass all aspects of the following for main deck (Area A on photo):

- (1) removing the old parking deck coating,
- (2) address causation and provide remediation of calthemites on underside of parking deck. This may include work outside of the deck area.
- (3) sealing all cracks/repairing all damage/preparing surface for coating,
- (4) applying coating(s) (primers/base/top) and
- (5) providing a finished colored top-coat and parking lot striping.
- (6) Re-install parking space wheel stops (provide unit price for any that may need replacement).

Additional work that may be included in final scope but that should be considered separate and optional:

- 1) Clean and repair concrete drive and pad on front part of parking area (approx. 4400 sf). (Area B on photo below)
- 2) Coat area in the same manner as area A.
- 3) Re stripe area.

Specific items:

- The coating product being proposed must be traffic rated, have a 10-year warranty from the manufacturer and have been previously used on other outside parking deck surfaces.
- The finished color for the top coat(s) and white parking striping will be determined by submittal upon contractor selection by City. Striping layout to be similar to existing.
- The mailbox area has been heavily impacted by vehicle tire movement and possibly 'hot tire' heat. This area shall be delineated to allow for recoating without impacting the coating outside of this area.
- The contractor shall provide a 5-year labor warranty for any material defects or installation deficiencies associated with this project, in addition to any manufacturer's warranty that may apply.

- The Calthemites on the underside of the deck, and their cause, shall be addressed to not only remove them, but also ensure that they do not re occur.
- The contractor shall demonstrate that he/she has been trained/certified/licensed by the manufacturer to install the coatings and follow all manufacturer recommendations on proposed product; including but not limited to: surface preparation, temperature, humidity, thickness, drying times, chemical mixtures, timelines, ...
- A non-slip surface shall be provided.
- Contractor shall have 30 days to complete the installation from the date of the Notice To Proceed. The upper Parking Deck can be closed for a period of 7 consecutive days, but coordination on those dates must be approved by the City and scheduled around planned events.
- All safety measures shall be followed, at the contractor's expense. All contractor employees shall wear an easily identifiable uniform shirt (or vest).
- Electrical power (Volt: 120 / Amps 20) and water (from hose spigot) will be available for contractor use.
- All work shall be between the hours of 7 AM 9 PM (Monday Sunday), unless authorized by the City.
- The contractor will be responsible for work zone security and safety to include installing appropriate fencing, cones, barriers etc. to keep the public out during the project; and take measures to prevent any nuisances like odors, tracking or noise.

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#### **INFORMATION & INSTRUCTIONS**

The remainder of this document provides additional information that will allow a prospective contractor to submittal their proposal in the format desired by the CITY.

<u>Submission Requirements:</u> The complete original submittal must be submitted in a sealed package. All submittals shall be marked with the RFP number and project name clearly labeled on the outside of the sealed package. Offerors shall file all documents necessary to support their submittal and include them with their proposal. Offerors shall be responsible for the actual delivery of submittals during normal business hours to the address indicated in the cover letter. It shall not be sufficient to show that the submittal was mailed in time to be received before scheduled closing time.

<u>Responsibility</u>: It is the sole responsibility of the Offeror to assure that they have received the entire Request for Proposals (RFP). The Offeror should visit the site to familiarize himself with any unique characteristics of the site.

<u>Changes or Modifications to RFP:</u> Offerors registered with the CITY, will be notified in writing via email of any change in the specifications contained in this RFP. Otherwise, offerors are expected to check the City website for addenda which will be posted to the website not less than 72-hours prior to the response deadline. Questions should be directed, in writing, to the CITY's project representative, Curtis Northrup (curtisnorthrup@cityofsugarhill.com).

<u>Interpretations</u>: No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the CITY. No employee of the CITY is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

<u>Right of Rejection and Clarification</u>: The CITY reserves the right to reject any and all submittals and to request clarification of information from any Offeror. The CITY is not obligated to enter into a contract on the basis of any submittal submitted in response to this document.

<u>Request for Additional Information:</u> Prior to the final selection, Offerors may be required to submit additional information which the CITY may deem necessary to further evaluate the Offeror's qualifications.

<u>Denial of Reimbursement</u>: The CITY will not reimburse Offerors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

<u>Gratuity Prohibition</u>: Offerors shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the CITY for the purpose of influencing consideration of this submittal.

<u>Right of Withdrawal</u>: A submittal may not be withdrawn before the expiration of sixty (60) days from the submittal due date.

<u>Right of Negotiation</u>: The CITY reserves the right to negotiate with the selected Offeror the fee for the proposed scope of work and the exact terms and conditions of the contract.

Exceptions to the RFP: It is anticipated that Offerors may find instances where they may take

exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the CITY, and a description of the advantage to be gained or disadvantages to be incurred by the CITY as a result of these exceptions.

<u>Indemnification</u>: The Offeror, if successful, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the CITY, its employees, and agents, from any liability of negligent nature or kind in regard to the delivery of these services. The Offeror shall secure and maintain General Liability Insurance, if required, as will protect them from claims under the Workers Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this contract. Further, the Offeror shall provide the CITY with evidence and the amount of Errors and Omissions Insurance, i.e. Professional Liability Insurance currently in effect. The successful offeror shall be required to provide adequate insurance coverage consistent with the scope & scale of this project offering.

<u>Rights to Submitted Material:</u> All submittals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Offerors shall become the property of the CITY when received.

<u>Title VI/Nondiscrimination Statement:</u> No person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY. The CITY does further commit that disadvantaged business enterprises as defined by and approved by the Georgia Department of Transportation will be afforded full opportunity to submit in response to this request and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration of an award.

<u>Qualifications:</u> Submittals shall include a completed copy of the appropriate schedules in response to this request.

<u>Selection Criteria for Prospective Contractor:</u> To receive consideration, the offeror's submittal should be responsive to the potential projects described in this document and according to the criteria listed below. The contract will be awarded to the contractor determined to be the most qualified to perform the work based on the established evaluation criteria. Changes to the successful contractor's management and supervisory personnel during the course of the project without the written approval of the CITY may constitute a breach of the terms of the Agreement.

A selection committee will be convened to evaluate the submittals based on the following weighted criteria:

1. Similar Project Scope Experience.	30%
2. <u>Product Proposed</u>	25%
3. <u>References.</u>	10%
4. <u>Fee Proposal.</u>	35%
Total:	100%

Upon completion of an initial evaluation by the committee and scoring, interviews may be utilized to determine the final short-list of candidates. Once the short-list is determined, sealed fee proposals will be reviewed, and a final recommendation will be made to the Sugar Hill CITY for approval. The CITY reserves the right to award a portion of or the entire contract to any combination of consultants (firms, teams, or individuals) that serve the best interest and provide the greatest value to the CITY while maintaining a competitive and fair procurement framework.

<u>Copies:</u> One unbound original and <u>three (3) bound</u> original copies of the submittal and supporting documents must be submitted in response to the RFP.

<u>Termination of Contract</u>: The CITY may cancel the contract at any time for breach of contractual obligations by providing the successful Offeror with a written notice of such cancellation, in accordance with the terms of the final Construction Agreement.

<u>Assignment:</u> The successful Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the CITY.

<u>Conflict of Interest</u>: The Offeror covenants that they 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 hereunder. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

<u>Independent Contractor</u>: The Offeror represents itself to be an independent entity offering such services to the general public and shall not represent himself or his employees to be an employee of the CITY. Therefore, the Offeror 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 the CITY, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Offeror shall further understand that the CITY cannot save and hold harmless and or indemnify the Offeror and/or the Offeror's employees against any liability incurred or arising as a result of any activity of the Offeror or any activity of the Offeror's employees performed in connection with the contract.

<u>Contract</u>: The contract between the CITY and the Offeror shall consist of the appropriate agreement for these services, including documents submitted in response to this RFP.

The CITY reserves the right to clarify any contractual relationship in writing with the concurrence of the Offeror, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's submittal.

<u>Compliance with Laws</u>: In connection with the furnishing of supplies or performance of work under the contract, the Offeror 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.

## Submittal Submission & Evaluation

Firms should provide the following information related to this RFP:

- Letter of Interest (Cover Letter)
- Project Experience
- Training, licensing or other relevant experience with products proposed.
- References
- Fee Proposal to include unit pricing for products used [USE FORMAT BELOW].
- Certification (attached, next page)

Responses to this request should be in the form of a written package not to exceed 10 pages including cover letter. Any incomplete submittals will be determined to be non-responsive.

The CITY will select the Offeror that demonstrates the best combination of qualifications in such manner as is in the best interest of the CITY. Interviews may be required; however, the CITY reserves the right to award a contract based upon evaluation of the written submittals only.

All submittals must be in writing and must be received at the following address no later than 2:00 p.m. on **JULY 29, 2021**. All submittals, delivered by hand or other methods, must clearly indicate on the outside of the sealed package or envelope the information provided below. Provide one (1) unbound and three (3) bound original copies of the complete submittal.

#### RFP 21-014: Resurfacing City Hall Parking Deck

**CITY OF SUGAR HILL ATTN:** Troy Besseche, Assistant City Manager 5039 West Broad St Sugar Hill, Georgia 30518

#### Fee Proposal:

Main deck work (see page 4)						
General Conditions: (lump sum)						
Traffic Controls/Fence:	(lump sum)					
Demolition / Prep:	(lump sum)					
Deck coating (complete)	(unit priced) / (SF)					
Space/Gore/Arrow/HC Striping (thermoplastic or approved equal) (lump sum)						
Curb markings (traffic paint)	(lump sum)					
Wheel stops	(ea.)					
Re-Paint Concrete Pole Bases	(lump sum)					
Alternates:						
Deck Coating Product( Addtl detail:	) (add/deduct)					
Striping Product (	) (add/deduct)					
Traffic Controls/Fence – DEDUCT from scope: (deduct)						
AREA B on aerial map: Additional Deck Coating Clean Cement area of front parking Stripe front cement area	unit price above					

**Other Items not anticipated in RFP:** Please list any items you feel are necessary to the job that are not listed above. Also please provide any unit pricing you feel would be useful for consideration.

#### **Certification**

The undersigned declares that he or she has carefully examined all the documents contained in this Request for Proposals (RFP) solicitation for the project, and certifies to the best of his/her knowledge, that this Proposal fully complies with all of the requirements of the RFP and all addenda and clarifications issued in regard to the RFP.

The undersigned also hereby certifies that he or she (or, if he or she is the authorized representative of a company, the company) is the only person interested in this Proposal and any subsequent proposal; that it is made without any connection with any other person making any submission for the same work; that no person acting for, or employed by, the CITY is directly or indirectly interested in this Proposal or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Offeror has not influenced or attempted to influence any other person or corporation to file a Proposal or subsequent proposal or to refrain from doing so or to influence the terms of the Proposal or any subsequent proposal of any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person applying for the same work.

The undersigned further states that he or she has the necessary licenses, certifications, and professional credentials necessary to practice their respective professions within the State of Georgia.

The undersigned states that he or she has carefully examined all of the information provided and representations made in this Proposal and the documents submitted with the RFP including all schedules, forms and materials, and certifies to the best of his/her knowledge, that this Proposal in its entirety is complete, true and accurate.

Acknowledgement of Addenda. By signing below, the interested Offerors <u>acknowledges receipt of the following addenda</u> to this RFP:

Addenda No. (if any) \_\_\_\_\_

#### SIGNED UNDER THE PENALTY OF PERJURY:

Signature:	
C	(Signature of Authorized Representative)
Print Name:	
Title:	
Firm Name:	
Date:	
Project Number:	
Project Name:	