



## Request for Proposals

RFP # 24-013

### Creek Bluff Stormwater Repairs

September 19, 2024

The City of Sugar Hill, Georgia (the "CITY") is now accepting sealed price proposals from qualified contractors to provide construction services to include all materials, manpower, equipment and supervision in the repair of a Stormwater pipe behind 4605 Creek Bluff Drive. Information about this opportunity is provided below and on the city's website: [www.cityofsugarhill.com](http://www.cityofsugarhill.com).

Instructions for preparation and submission of a response are contained in this package. In order for your proposal to be considered, you (or someone from your company) must visit the site and familiarize yourself with the location and scope of work described herein. Please contact staff indicated below to arrange for access (Access is through the city parcel only at this time). All submittals are due at the City Hall Customer Service Window located at 5039 West Broad St, Sugar Hill, Georgia, 30518, no later than 2:00 p.m. on **Thursday, October 3, 2024**

  
Troy Besseche, PE Assistant City Manager

#### **Section 1: General Information**

This request for proposals ("RFP") provides the process necessary to select a contractor to restore the Stormwater pipe behind 4605 Creek Bluff Dr. 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.

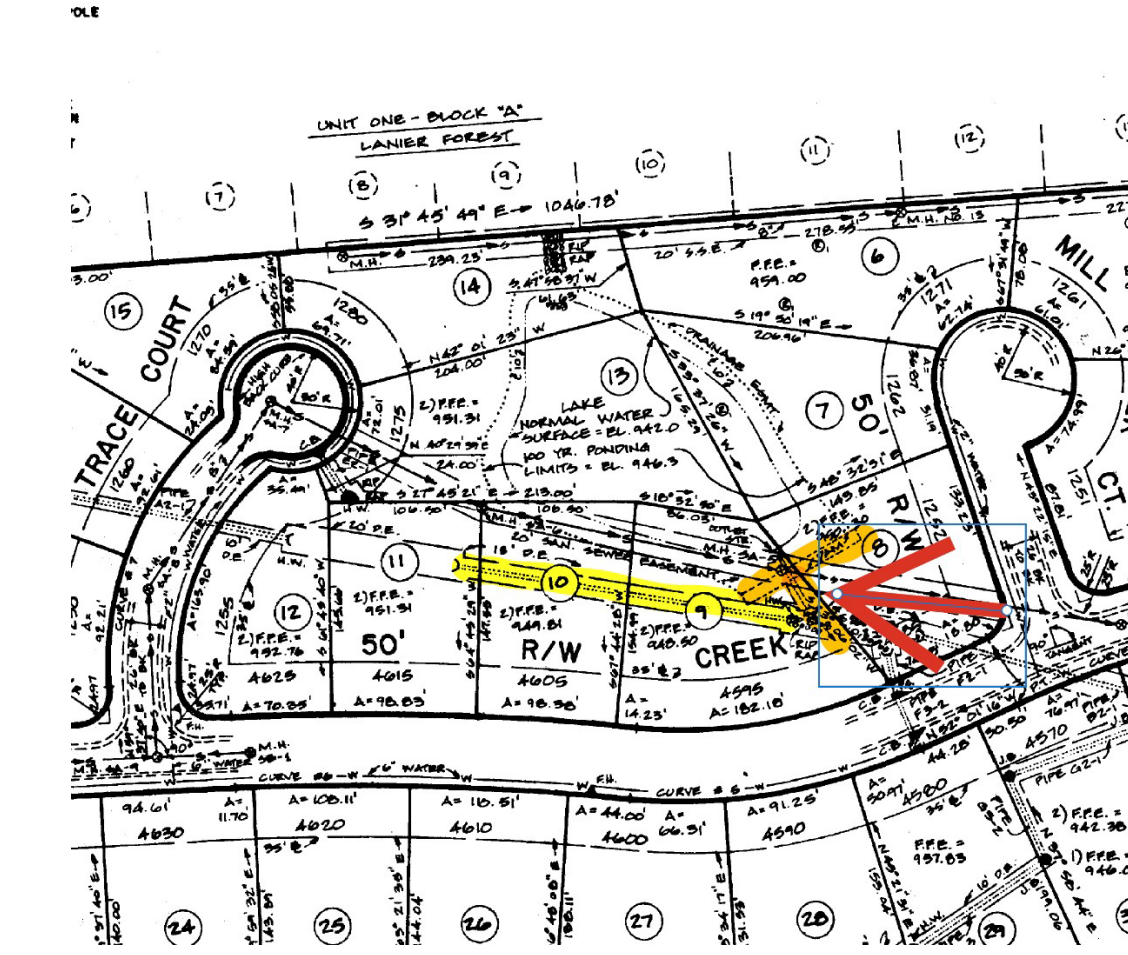
#### **Introduction**

The CITY is soliciting proposals from experienced, qualified applicants to provide all labor, materials and equipment necessary to. Information about this opportunity is available on the City's website.

## Section 2: Scope of Work

**I. General:** The work to be accomplished is to replace approximately 260LF of 60-inch diameter corroded, corrugated metal pipe with upstream and downstream headwalls AND replace the outlet structure (the original design for the structure is attached at the end of this RFP as APPENDIX A) for the adjacent small wet detention pond, along with associated tasks.

**II. Area covered:** All the necessary labor, equipment, materials, and associated services provided in this contract will be applied to the limits of a permanent 20-foot easement AND temporary construction easement.



Site access will be through 1252 Mill Creek Court from downstream. Bypass pumping; minor clearing; sediment removal; select backfill; dam reconstruction; sod replacement; and site restoration is required. Payment, Performance bonds AND 24-month warranty are required. All work shall be completed in accordance with Gwinnett County Standards and Specifications.

**III. Goal:** Construct the repairs/replacement in a timely, prompt manner within 60 days using approved 60-inch aluminized corrugated metal pipe.

### **Section 3: INFORMATION & INSTRUCTIONS**

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

**Submission Requirements:** 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.

**Changes or Modifications to RFP:** Offerors will be notified via the City Web Site of any change in the specifications contained in this RFP. Also, 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 **Joe Appling** at [jappling@cityofsugarhill.com](mailto:jappling@cityofsugarhill.com). The deadline for questions is **Thursday September 26, 2024, at 2:00 pm**. The final addendum will be posted no later than **September 27, 2024**.

**Responsibility:** 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 physical site to familiarize himself with any unique characteristics of the site. **Please call Joe Appling at 678-794-8315** to arrange access to the site.

### **Section 4: General Conditions**

**Changes or Modifications to RFP:** 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 **Public Works Superintendent, Joe Appling** ([jappling@cityofsugarhill.com](mailto:jappling@cityofsugarhill.com)).

**Interpretations:** 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.

**Right of Rejection and Clarification:** 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.

**Request for Additional Information:** 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.

**Denial of Reimbursement:** 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.

Gratuity Prohibition: 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.

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

Right of Negotiation: 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.

Indemnification: 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.

Rights to Submitted Material: 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.

Title VI/Nondiscrimination Statement: 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.

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

Selection Criteria for Prospective Contractor: To receive consideration, the offeror shall be responsive to the potential project 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:

<b>1. Similar Project Scope Experience.</b>	<b>40%</b>
<b>2. Fee Proposal.</b>	<b>60%</b>
<b>Total:</b>	<b>100%</b>

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 City of Sugar Hill 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.

Copies: One unbound original and one thumb drive PDF original copies of the submittal and supporting documents must be submitted in response to the RFP.

Termination of Contract: 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.

Assignment: 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.

Conflict of Interest: 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.

Independent Contractor: 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.

Performance Bonds: A one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to City of Sugar Hill for any proposed work as required in RFP package or document. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating of A-6 or higher.

Contract: 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.

Prior to award of the contract, the successful offeror will be required to submit a construction schedule to the City, demonstrating the offeror's ability to commence and proceed in a timely manner the project. **Final completion is no later than 60 days** after Notice to Proceed. A offeror's failure to demonstrate the ability to proceed as required may result in the award to the next responsive and responsible offeror, as deemed in the City's best interest.

Compliance with Laws: 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.

## **Section 5: Submittal Submission & Evaluation**

Firms should provide the following information related to this RFP:

- Letter of Interest (Cover Letter)
- Training, licensing or other relevant experience with products and methods proposed.
- Fee Proposal Form to include unit pricing for products used [USE FORMAT BELOW].
- Certification (attached, page 9)
  
- Schedule C – Project Experience
- Schedule G – Project References
- GSICA affidavit

Responses to this request should be in the form of a written package not to exceed 10 pages including cover letter. Forms, schedules, fee proposal and certification do not count towards the 10-page limit. 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 **October 3, 2024**. 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 one (1) thumb drive PDF original copies of the complete submittal.

### **RFP 24-013 Creek Bluff Stormwater Repairs.**

**CITY OF SUGAR HILL**

**ATTN: Troy Besseche, PE Assistant City Manager**

**5039 West Broad St**

**Sugar Hill, Georgia 30518**

**Section 6: Fee Proposal:**

RFP 24-013 Creek Bluff Stormwater Project Proposal Form:

**IV. Fee Schedule:**

- Pipe Installation (Lump Sum / Complete) \$ \_\_\_\_\_ L.S.
- Headwall Installation (2 )(Complete) \$ \_\_\_\_\_ L.S.
- OCS Reconstruction Complete \$ \_\_\_\_\_ L.S.
- Site Prep/Restore/Clearing & Grading Complete \$ \_\_\_\_\_ L.S.
- Support Systems (Bypass Pumping) \$ \_\_\_\_\_ L.S.
- Bonds, Insurance, Warranty \$ \_\_\_\_\_ L.S.
- Other \$ \_\_\_\_\_ L.S.

<b>Total</b>	\$ _____ L.S.
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- ADD: Unsuitable Soils (remove & Replace) \$ \_\_\_\_\_/CY

**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.

**Alternates:**

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

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

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



**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 **acknowledges receipt of the following addenda** to this RFP:

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

**SIGNED UNDER THE PENALTY OF PERJURY:**

Signature: \_\_\_\_\_  
*(Signature of Authorized Representative)*

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

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

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

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

Project Number: \_\_\_\_\_

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

*Firm Name:* \_\_\_\_\_

**SCHEDULE C – SIMILAR PROJECT EXPERIENCE:** Interested offerors **MUST** list all similar projects respondent Offeror has completed during the last five (5) years. For the purpose of this *RFP* “similar projects” shall be as defined as projects of similar dollar value, size, scope and complexity as this Project. For each project listed provide a detailed description of the scope of work performed and provide contract amounts for that scope of work only.

**If specific criteria are required for a Trade such as prior experience, make sure those criteria are met and described by the projects listed.**

PROJECT NAME & LOCATION	DEVELOPER	ARCHITECT	CIVIL/SITE ENGINEER	PROJECT DESCRIPTION	ORIG. / FINAL CONTRACT AMT.	PROJECT DATES (M/D/YYYY – M/D/YYYY)

*Firm Name:* \_\_\_\_\_

**SCHEDULE G – PROJECT REFERENCES:** Interested Offerors are required to list references for prior work respondent Offerors has performed which appears in *Schedule C*.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON/ADDRESS TELEPHONE#	FAX#
	OWNER: DESIGNER:		
	OWNER: DESIGNER:		
	OWNER: DESIGNER:		

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

The City of Sugar Hill, Georgia and Contractor agree that compliance with the requirements of O.C.G.A. § 1310-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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

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

1. To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and
2. To submit such subcontractor affidavit(s) to the City 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. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period 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, City of Sugar Hill shall be entitled to all available remedies, including termination of the contract and damages.

Required Affidavits are included on the following pages.

### CONTRACTOR AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with City of Sugar Hill, Georgia, 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 provisions established in O.C.G.A. § 13-10-91, as amended.

The undersigned further agrees that should it employ any new employees or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with City of Sugar Hill, Georgia, the Contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91, as amended, on the attached Subcontractor Affidavit. The undersigned contractor further agrees to use the federal work authorization program throughout the contract period and to maintain records of such compliance and to provide a copy of each such verification to City of Sugar Hill, Georgia, at the time the subcontractor(s) is retained to perform such services.

The undersigned further agrees that should it employ any new employees or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with City of Sugar Hill, Georgia, the Contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91, as amended, on the attached Subcontractor Affidavit. The undersigned contractor further agrees to use the federal work authorization program throughout the contract period and to maintain records of such compliance and to provide a copy of each such verification to City of Sugar Hill, Georgia, at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User

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

Identification Number

(<https://e-verify.uscis.gov/enroll/>)

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date of Execution Affidavit

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Firm Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS

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

\_\_\_\_\_

\_\_\_\_\_ Notary Public

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

Note: As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SDF 870106  
#13

HYDROLOGICAL STUDY FOR  
MILL CREEK TRACE

CITY OF SUGAR HILL

WINNETT COUNTY      GEORGIA

BY

Development Consultants Group

3453 Holcomb Bridge Road

Norcross, Georgia 30092

APRIL 7, 1987



27020

**OBJECTIVE:** DESIGN A STORMWATER MANAGEMENT SYSTEM TO CONTROL THE INCREASED STORMWATER RUNOFF FROM THE PROPOSED 21.81 ACRE RESIDENTIAL DEVELOPMENT SO THAT THE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE DRAINAGE BASIN DO NOT EXCEED THE EXISTING RATES FOR THE 2-, 10, AND 25 YEAR STORM EVENTS BY MORE THAN 1.0 CFS

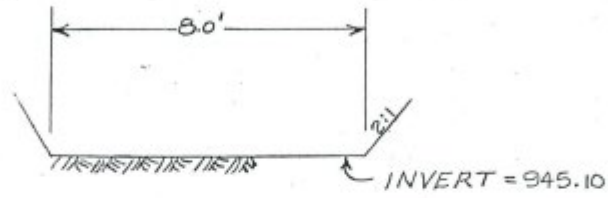
**EXISTING CONDITIONS:** MILL CREEK TRAIL IS A PROPOSED 21.81 ACRE SINGLE FAMILY RESIDENTIAL SUBDIVISION BETWEEN LANIER FOREST AND FOREST GREEN IN THE CITY OF SUGAR HILL. THERE IS ONE MAIN CREEK RUNNING THROUGH THE CENTER OF THE PROPOSED SUBDIVISION. THE POINT OF INTEREST FOR THIS STUDY IS WHERE SAID CREEK CROSSES THE SOUTHERN PROPERTY LINE. ALL OF THE STORMWATER RUNOFF FROM OUR SITE PLUS RUNOFF FROM 170.73 ACRES OFFSITE FLOWS THROUGH THE POINT OF INTEREST. THE OFFSITE DRAINAGE AREA IS MOSTLY SINGLE FAMILY RESIDENTIAL DEVELOPMENT (141.21 ACRES) THAT IS PRESENTLY UNDETAILED, AND 35.58 ACRES THAT IS MODERATELY WOODED

B7020

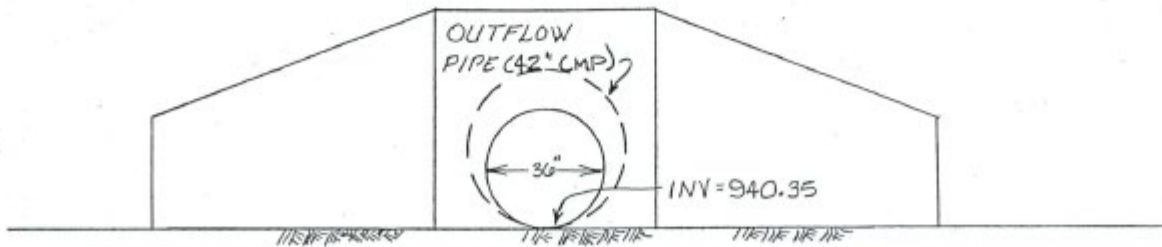
STORMWATER MANAGEMENT: AN EARTH DAM  
IS TO BE CONSTRUCTED ACROSS A SMALL STREAM, WHICH  
IS A TRIBUTARY TO THE CREEK RUNNING THROUGH THE PROPOSED  
SUBDIVISION. THE OUTFLOW CONTROL DEVICE IS A METAL PLATE  
WITH A 36" ORIFICE CUT IN IT, THEN PLACED ON THE HEADWALL  
OF THE OUTLET PIPE. THIS DETENTION FACILITY REDUCES THE  
POST-DEVELOPED FLOW TO THE POINT OF INTEREST TO RATES  
WITHIN ONE C.F.S. OF THE EXISTING FLOW RATES FOR THE  
2, 10, AND 25 YEAR STORM EVENTS.







EMERGENCY SPILLWAY  
(NO SCALE)



OUTFLOW CONTROL DEVICE  
(NO SCALE)

PAGE  
Development Consultants Group  
Norcross, Georgia  
APRIL 7, 1987

HYDROLOGIC REPORT FOR  
MILL CREEK TRACE  
STAGE, STORAGE & DISCHARGE

POND IDENTIFIER MILL CREEK TRACE DETENTION

- 1 = 36 INCH CIRCULAR ORIFICE - INVERT 940.35
- 2 = 8 FOOT BROAD CRESTED WEIR - INVERT 945.1

ELEV	STORAGE (CU. FT.)	OUTFLOW (CFS)	2S/T+0 (CFS)
940.3	0.0	0.0	0.0
942.0	7838.0	19.1	48.1
944.0	47588.0	49.9	226.2
945.1	77518.4	61.4	348.5
946.0	102088.0	90.5	468.6