

REQUEST FOR PROPOSALS

RFP Number: 26-187	RFP Title: On Call Storm Pipe Lining Services
RFP Due Date and Time: Local Time: July 7, 2026, 2:00pm ET	Number of Pages: 43

ISSUING DEPARTMENT INFORMATION	
Issue Date: June 8, 2026	
City of Johns Creek Purchasing Division 11360 Lakefield Drive Johns Creek, Ga. 30097	Phone: 678-512-3233 Fax: 678-512-3286 Website: www.johnscreekga.gov

INSTRUCTIONS TO OFFERORS	
Submitting Request for Proposal (RFP): All bid submissions shall be submitted electronically and with hard copies five (5) - technical proposal, (1) copy required forms, (1) copy in separate sealed envelope-cost proposal. All questions must be submitted via BidNet no later than 5:00 pm on June 26, 2026. Answers to questions & Addendums will be posted on BidNet. Pre-Bid Conference (optional attendance) will take place 10:00AM on June 17, 2026, via on-line Microsoft Teams. Details of registering are in Appendix A of the RFP. Instructions for registering for BidNet can be found in special instructions:	<u>Envelope #1 (2 PDF's for electronic submission)</u> 1 PDF: required RFP forms (scan all into 1 PDF). W9, E-verify, 50-36-1, submittal, cover page, drug free workplace etc... 1 PDF for Technical Proposal: Defined in Section 3.0 Qualifications, Experience, Approach, References, Staff, (proposal defines RFP), etc. <i>No cost proposals shall be submitted in envelope #1.</i> <u>Envelope #2 (1 PDF) for electronic submission:</u> 1 PDF with Cost Proposal <i>RFP Due & received by: July 7, 2026, 2:00 PM ET Both hard copies to City Hall & electronically in BidNet.</i> <u>Special Instructions:</u> Register for BidNet at: https://johnscreekga.gov/departments/finance/bids-rfps/ click: register and view quote/RFP opportunities
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name (Firm)/Address:	Authorized Offeror Signatory: (Please sign in ink)
Offeror Phone Number:	Offeror Print Name:
Offeror Federal I.D. Number:	Offeror E-mail:

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Johns Creek

1. _____ **Read the entire document.** Note critical items such as mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-bid, proposal conference if one is offered.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions online in BidNet by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are available online in BidNet and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluation committee will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. The Proposals is evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided,** i.e., required documents, RFP cover page, submittal page, Everify, 50-36-1 form, W9, Drug Free Workplace, COI example, etc.
8. _____ **Check for RFP addenda.** Before submitting your response, check online in BidNet for any addenda the City has issued. Submission of Bid acknowledges receipt of addendums however, recommended to include with bid submission signed copies.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposals responses are never accepted. Don't wait till last minute to upload electronically in BidNet.

This checklist is provided for assistance only and should not be submitted with Offeror's Response
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**CITY OF JOHNS CREEK
RFP 26-187**

REQUEST FOR PROPOSALS LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (RFP) for which prices have been set. If price or prices are required and offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Division, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Johns Creek reserves the right to reject any or all submittals, waive technicalities and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of One Hundred (120) days from Request for Proposals opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Offeror to sign and return with Request for Proposals)

I certify that this proposals is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the Request for Proposals and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____

**CITY OF JOHNS CREEK
RFP 26-187
DISCLOSURE FORM**

This form is for disclosure of campaign contributions and family member relations with City of Johns Creek officials/employees.

Please complete this form and return as part of your Quotes/RFP package when it is submitted.

Name of Offeror _____

Name and the official position of the Johns Creek Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.) *Offeror(s) will list N/A-Not Applicable to the fields below, if applies:*

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Johns Creek Official.

Amount/Value

Description

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Johns Creek and your relation:

(Please fill out and still mark N/A if non-applicable)

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1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Johns Creek, Georgia (City) requests proposals from qualified and experienced contractors for On-Call Storm Pipe Lining Services. The City is seeking contractors with work experience in the following, but not limited to, lining storm pipes, inspection and cleaning of pipe, structure rehabilitation and/or reconstruction, rip-rap placement, erosion control measures, landscaping and permanent grassing, and traffic control. The work will be located in various areas throughout the City of Johns Creek, Georgia.

1.1.1 General Conditions

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work and specifications;
- City of Johns Creek ordinances and regulations;
- OSHA standards and guidelines;
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work and will be responsible for all labor/repair associated with the equipment when issued a project Task Order.

In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail and the total price will be corrected.

The Contractor is responsible for inspecting the jobsite prior to submitting a Task Order quote. No change orders will be issued for differing site conditions. In case of discrepancies between the plans/scope/contract and specifications, the most stringent specification/detail prevails.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. **Bidder shall provide references for similar type projects with their firm's proposal submission.**

Invoices are required at the end of each month for work completed that month. Retainage in the amount of 10% of the total amount due on each monthly invoice will be held by the City until project completion and acceptance. The City will inspect the work as it progresses.

A pipe and structure shall be deemed complete when it is restored from corrosion, leaks or cracks and is void of all sedimentation, vegetation, and other debris that may obstruct flow of water.

1.2 Eligibility/Qualifications

To be eligible for award of a contract in response to this solicitation the Offeror should demonstrate that they, or the principals assigned to the contract, have successfully completed services, as specified in the Technical Specifications/Scope of Services section of this solicitation, and are

normally and routinely engaged in performing such services. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Johns Creek.

Offeror should provide the City with credentials supporting their past experience, expertise, including organization, amount of fleet, and labor/manpower, to insure satisfactory execution of the services contained in the RFP. **Offeror should provide a list of references with particular emphasis on other governmental agencies, and include clients and past clients within the Atlanta Metropolitan area, and the number of years in business providing these services (see Mandatory Response Section 3.7 .**

1.2.1 Proposal Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), the City of Johns Creek certifies the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition described in this RFP. All Proposals submitted pursuant to this request will be made in accordance with the provisions of this RFP.

1.2.2 Offerors Conference

There will be a voluntary attendance Offerors conference scheduled for the date and time listed in the Schedule of Events online at Microsoft Teams. Interested individuals/firms can register by emailing interest to purchasing@johnscreekga.gov .

1.3 Schedule of Events

See APPENDIX A for the detail Schedule of Events.

1.4 Restrictions on Communications with Staff

All questions about this RFP must be submitted online through BidNet in the following format:

1. Question
Citation of relevant section of the RFP
2. Question
Citation of relevant section of the RFP

Questions must be submitted online only through the electronic bidding platform. Go to the city website purchasing page <https://johnscreekga.gov/departments/finance/bids-rfps/> and follow the links to the Georgia Purchasing Group by BidNet. Questions must include the company name and the referenced RFP section.

Additional assistance is available by emailing the City of Johns Creek Purchasing Department at: purchasing@johnscreekga.gov .

From the issue date of this RFP until a Offeror(s) is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The City reserves the right

to reject the Proposal of any Offeror violating this provision. All questions concerning this RFP must be submitted electronically online via BidNet. No questions other than online will be accepted. No response other than online will be binding upon the City.

1.5 Definition of Terms

OCGA - Official Code of Georgia Annotated (State Statute)

Offeror - Respondent to this Request for Proposals

Contractor – Offeror(s) awarded contract with City

RFP - Request for Proposals

1.6 Description of Requirements

The City of Johns Creek has established certain requirements with respect to Request for Proposals to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFP, the specification being referred to is a mandatory requirement of this RFP. Failure to meet any mandatory requirement will cause rejection of Offeror's proposal. Whenever the terms "can", "may", or "should" are used in the RFP, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, may cause a reduction in score awarded.

1.6.1 Resulting Contract

This RFP and any addenda, the Offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The City's contract contains the contract terms and conditions which will form the basis of any contract between the City and the highest scoring Offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

1.6.2 Mandatory Requirements

To be eligible for consideration, an Offeror ***must*** meet the intent of all mandatory requirements. The City will determine whether an Offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.6.3 Understanding of Specifications and Requirements

By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.6.4 Prime Contractor/Subcontractors

Offeror(s) proposals selected as most advantageous to the City based on evaluation factors set forth in the RFP shall be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal and perform no more than 49% of work. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

1.6.5 Offeror's Signature

The Proposal must be signed in ink by an individual authorized to legally bind the business submitting the Proposal. The Offeror's signature on a Proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the City of Johns Creek from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.7 Submitting a Proposal

1.7.1 Organization of Proposals

Offerors must organize their Proposals (RFP) into sections that follow the format of this RFP, separating each section example: 3.5 Supplier Qualifications / Experience. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the Offeror's response to a specific subsection, the Offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following

Statement: "(Offeror's Name)" understands and will comply.

1.7.2 Failure to Comply with Instruction

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.3 Copies Required and Deadline for Receipt of Proposals

Offerors must submit proposals both; hard copies (5) technical proposal, (1) copy required forms, and (1) copy sealed envelope of Fee proposal in person/mail to Johns Creek City Hall and electronically online through BidNet. Technical Proposals, all required documents, and any additional bid documents must be delivered and uploaded into BidNet. **RFP responses must be received prior to 2:00 pm, Tuesday July 7, 2026, both hard copies at City Hall and electronically through BidNet.**

1.7.5 Late Proposals

Regardless of cause, late Proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late Proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

1.8 Required Review

1.8.1 Review RFP

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the City's identified Procurement Officer in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

1.8.2 Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions online only via BidNet on or before 5:00pm June 26, 2026. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.8.3 City's Answers.

The City will provide an official written answer within three (3) business days to all questions received by June 26, 2026, 5:00pm. The City's response will be by formal addendum published online via BidNet. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be published on BidNet. Offerors acknowledge receipt of addendums electronically with Proposal submissions and may also provide signed copies of addendums in their Proposal.

1.8.4 Standard Terms and Conditions/Standard Contract.

By submitting a response to this RFP, Offeror agrees to acceptance of the standard terms and conditions and standard contract as set out in Section 5.0 of this RFP. Much of the language included in the standard terms and conditions and standard contract reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the City's identified procurement officer by the date for receipt of questions or with the Offeror's RFP response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring Offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal addendum issued for this RFP and will apply to all Offerors submitting a response to this RFP.

1.8.5 Project Oversight and Staffing

The successful Offeror(s) will report to the City's Project Manager, (TBD at contract award and

with each assigned project Task Order).

2.0 RFP STANDARD INFORMATION

2.1 Authority

This RFP is issued under the authority of the Purchasing Division of the City of Johns Creek. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.2 Offeror Competition

The City encourages free and open competition among Offerors. Whenever possible, the City will design specifications, Request for Proposals, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.3 Receipt of Proposals and Public Inspection

2.3.1 Public Information

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying after the time for receipt of Proposals has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Johns Creek (3) any company financial information requested by the City of Johns Creek to determine Offeror(s) responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

2.3.2 Procurement Officer Review of Proposals.

Upon opening the Proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the Proposals and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Proposal.
- The Proposal does not contain confidential material in the cost or price section.
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Proposal containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.4 Classification and Evaluation of Proposals

2.4.1 Initial Classification of Proposal as Responsive or Non-responsive

All Proposals will initially be classified as either “responsive” or “non-responsive”. Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the Proposal is not within the plans and specifications described and required in the RFP. If a Proposal is found to be non-responsive, it will not be considered further.

2.4.2 Determination of Responsibility

The Procurement Officer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Offeror.

2.4.3 Evaluation of Proposals

All responsive Proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

2.4.4 Completeness of Proposals

Selection and award will be based on the Offeror’s Proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

2.4.5 Evaluation Committee Recommendation

The Evaluation Committee will provide a written recommendation for contract award to the Procurement Officer that contains the scores, justification and rationale for its decision.

The Procurement Officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring I the Evaluation Committee’s recommendation.

2.5 City’s Rights Reserved

Issuance of the RFP in no way constitutes a commitment by the City of Johns Creek to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;

- Reject any or all Proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any Proposals;
- Not award if it is in the best interest of the City not to proceed with contract execution; or
- If awarded, terminate any contract if the City determines adequate City funds are not available.

3.0 RFP MANDATORY OFFEROR REQUIREMENTS

This section identifies all mandatory requirements which must be present in the Proposal before further consideration will be given. Offeror must prepare and submit a response which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

3.1 Background Information

The City of Johns Creek is located in the northeast corner of Fulton County; bounded on the south by the Chattahoochee River, on the east by Gwinnett County and the Chattahoochee, on the north by Forsyth County and on the west by the cities of Alpharetta and Roswell. Johns Creek has an approximate population of 84,000. Johns Creek is the 10th largest city in the state of Georgia, Marietta being the 11th largest. Johns Creek officially became a city on Dec. 1, 2006, when governance of the new city transferred from Fulton County to Johns Creek's elected officials and city government. Johns Creek's transition from six unincorporated northeast Fulton communities - Newtown, Warsaw, Ocee, Shakerag, Autrey Mill and Johns Creek - to cityhood was initiated through the state legislative process and approval of House Bill 1321. Governor Sonny Purdue signed House Bill 1321 on March 29, 2006 and voters approved incorporation on July 18, 2006.

3.1.1 Project Information

The purpose of this RFP is to select a Contractor(s) to provide On Call Storm Pipe Lining Services. The term of the contract will be for one (1) annual one (1) year term, with the option of four (4) additional one (1) year annual renewals for a total contract duration not to exceed, five (5) years.

The Contract price(s) and/or rates for the contract term will remain as offered in the Contractor's Cost Proposal and accepted/awarded by the City. Contractor's must submit pricing for three(3) consecutive one-year terms for On-Call storm Pipe Lining Services by completing the Exhibit B Proposal Form included in the bid packet. The City retains the sole option to renew the contract annually. Quotes for Term 2 and Term 3 must incorporate an annual price escalator. Rates for Years 4 and 5 are subject to negotiation, which will commence 120 days prior to the expiration of Term 3.

Contracted Contractor(s) who enter into a Task Order Agreement with the City shall collaborate with City staff per terms and conditions of the On-Call Storm Pipe Lining Services contract and the executed Task Order Agreement.

3.2 Project Objective

Work required under this contract shall include furnishing materials, qualified labor, equipment,

etc. for the repair of storm water drainage pipes. Work shall further include, but not be limited to, lining storm pipe using the Cured-In-Place Pipe (CIPP) or spincast methods, traffic control, TV inspection and cleaning of pipe, structure rehabilitation and/or replacement, rip-rap placement, erosion control measures, landscaping and permanent grassing, road and driveway restoration, and all materials necessary to install the above.

3.4 SCOPE OF SERVICES

All work under this contract shall be performed in accordance with Georgia Department of Transportation (GDOT) Standard Specifications for Construction of Transportation Systems and other GDOT specifications as applicable. Adhere to all current State and Federal construction safety regulations, including OSHA regulations.

Work will be assigned to the awarded On-Call contractor(s) in the form of task orders. The contractor(s) shall commence the work with adequate force and equipment within ten (10) calendar days from receipt of a Notice to Proceed and shall continuously pursue the work without interruption to completion. Each task order will have a deadline consistent with the quantity and/or complexity of the work.

The city currently has identified over 200 pipes that need repair. Each year, additional pipes are added to this list based on the result of inspections and investigations. No minimum guarantee of work is inferred with these contracts. The city identifies its capital budget each year and prioritizes work plans based on the needs and demands of the entire city.

Lining Types: Offeror shall clearly state which lining type(s) they will be submitting for.

- Cured-in-Place Pipe (CIPP)– This process involves the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a thermosetting reaction.
- Spincasting – This process involves a centrifugally spray applied cementitious mortar that is wet cured.

Refer to **APPENDIX B** for Pipe Lining Specifications.

STORM PIPE ON-CALL

The intent of the City is to prequalify contractors to perform storm pipe lining and related services. The City will ask for pricing by project and upon award, the contractor will be responsible for the work.

SPECIAL PROVISIONS

All materials and workmanship associated with this contract shall meet current GDOT Specifications and Standards, and Technical Specifications specified in Appendix B for construction materials, methods and procedures.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. If conflicts are evident the special provisions shall take precedence over the standard specifications.

PROSECUTION AND PROGRESS

Each project quoted will have required schedule as part of the task order, with a timeline determined by the City. The Contractor will be considered substantially complete when all contract work except for punch list work has been completed and accepted.

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by the completion date indicated above. Upon Notice of Award the Contractor will be required to submit a Progress Schedule. The Contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any work not completed by the deadline. Liquidated damages shall be deducted from the 10% retainage held by the City.

Normal workday for this project shall be 8:00 AM to 5:00 PM and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request. No work will be allowed on City holidays (a complete list can be found on the City website).

The Contractor shall not install lane closures or perform work or move equipment or materials on the traveled way that interferes with traffic flow between the hours of 6:00 am to 9:00 am and 4:00 pm to 7:00 pm (Monday through Friday), and 9:00 am to 1:00 pm on Sundays.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon notification from the contractor that all work is complete. A Punch List of found deficiencies will be submitted to the contractor upon completion of the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance. 10% retainage will be held from the total amount due the Contractor until Final Acceptance of work is issued by the City.

The City will retain 10% of the fee due the Contractor. The retainage will be paid as the final invoice after the project has been completed and accepted. All punch-list work must be complete before release of any retainage.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

The City reserves the right to add, modify, or delete quantities. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. Contractor will not be entitled to an adjustment of unit price on an item which increased or decreased from the original plan quantity.

All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered “incidental work”. The bidder shall include the cost for all incidental work in the “Grading Complete” bid item. Contractor will notify the City in writing if quantities of contract items will exceed plan. At no time will contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

All information given concerning existing conditions is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions prior to submitting their bid.

No adjustment will be made to the bid based on missing or inaccurate information on the plans/scope.

UTILITIES

Contractor shall be responsible for protecting all utilities and for coordinating any utility relocation necessary for the completion of the work.

Contractor shall be responsible for the adjusting to grade of existing utility structures that are incorporated into the work including but not limited to water valves and sewer cleanouts.

All known utility facilities are shown schematically on highway plans, and are not necessarily accurate in location as to plan or elevation. Utility facilities such as service lines or unknown facilities not shown on plans will not relieve the contractor of their responsibility under this requirement. "Existing utility facilities" means any utility that exists on the project in its original, relocated or newly installed position.

TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work as to assure the least possible obstruction to the citizens. Work staging and operations shall be conducted in a manner to minimize interference with traffic flow thru existing parking areas. The safety and convenience of the general public and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with MUTCD and DOT specifications. Contractor shall take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the Contractors expense. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work.

The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two way traffic shall be maintained at all times, utilizing certified flaggers as necessary, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area.

All personnel, equipment, and materials required for installing and maintaining traffic control shall be the responsibility of the contractor.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

SURVEY

The Contractor will be responsible for all staking necessary to complete construction activities. All survey equipment, stakes and other materials needed will be considered incidental to construction operations and no additional compensation will be provided.

RIGHTS AND USE OF MATERIAL

Materials excavated within the project limits become the property of the Contractor. The Contractor, at his/her discretion, may elect to incorporate any of the excavated material into

his/her work provided and that it is suitable for the intended use. Materials identified to be removed and are unsuitable for the project will be removed from the site by the Contractor. All excavation, placement, hauling and grading of on-site material will be the Contractors responsibility.

GRADING COMPLETE

The Contractor shall be responsible for all grading work including all clearing, grubbing, hauling, grading, excavation, backfilling, and compaction tasks associated with the work. In addition to the above listed tasks, any costs associated with providing borrow material from a location not within the project limits will be the responsibility of the Contractor. Sub-grade excavation to required elevations, removal of excavated material if necessary, sub-grade compaction, fine grading, and back-filling excavated area with suitable material will be the responsibility of the Contractor. Also included in this work will be the removal and hauling off of existing construction materials, trees and any other items necessary to complete the work.

Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. The Contractor is also responsible for all ditch grading required to maintain drainage.

Tree save fence shall be installed and maintained by the contractor as indicated on the plans/scope.

EROSION/SEDIMENT CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines.

GRASSING COMPLETE

Contractor will be responsible for temporary and permanent grassing all disturbed areas. This work shall consist of ground preparation, furnishing and planting, seeding (including the cost of the seed), fertilizing, sprigging, mulching and watering of all areas disturbed due to construction operations. This work will comply with GDOT Section 700 – “Grassing.”

Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. In the event that areas are damaged prior to final project acceptance, the Contractor will repair or replace as necessary.

COORDINATION

The Contractor shall keep the City updated on the construction schedule and daily work plans.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be

responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Failure to perform clean-up activities may result in suspension of the work.

3.4.1 RFP / Project General Information

1. The City will select the best qualified Contractor(s) based on the information received from interested firms as a result of this solicitation. Multiple firms may be selected.
2. City of Johns Creek will expect to liaison with a single Project Manager representing the prime contractor firm and the sub-contractor. The City of Johns Creek reserves the right to approve sub-contractor. Project Manager listed in the RFP will not be changed without the approval of the City.
3. City of Johns Creek reserves the right to cancel any and all Request for Proposals at any time when it is determined to be in the best interest of the City.
4. City of Johns Creek also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
5. Generally, the Purchasing Division' and Public Work's position is **not** to provide Debriefings until after the contract has been awarded, except for firms disqualified during the Due Diligence Process, in which case a **Pre-Award Debriefing** can be requested following Due Diligence. For these contracts, Pre-award debriefings would be provided after the announcement of the short-listed firms within the time period posted on the website. **All requests must be made and scheduled within this time frame. Any request outside of this time period will be accommodated only at the discretion and convenience of the City staff.**

Incomplete submittals will not be considered. Late submittals will not be accepted.

MANDATORY RESPONSE-TECHNICAL PROPOSALS

3.5 Project Understanding & Approach -30 Points Max

The Contractor shall demonstrate an understanding of the City's goals, project constraints and objectives for the project. The contractor must also understand the project's challenges and issues and what affect they will have on project delivery. Simply restating the scope of services does not demonstrate an understanding of the project.

Provide a description of work plan and the methods to be used that will convincingly demonstrate what the Offeror intends to do, the timeframes necessary to accomplish the work, and how the

work will be accomplished. Some of the information to include is number of crews, expected equipment, expected lead times for ordering supplies and scheduling the work as well as other information deemed necessary.

The City of Johns Creek is interested in approaches that are innovative and economic. Consideration should also be given to maintain economic responsibility during this project.

Basis of Evaluation

1. Is the project discussion and schedule reasonable?
2. Are personnel listed adequate to implement the schedule?
3. Discuss method and timing of implementing project and tasks.
4. Discuss experience with emergency events.

3.6 Experience / Qualification of Project Manager -20 Points Max

Provide a short description of the Project Manager's experience on similar projects. *Project Manager listed in the RFP will not be changed without the approval of the City.*

Basis of Evaluation

1. Quality and relevant experience
2. Demonstrated experience and reputation of project manager in the management of similar type projects.

3.6.1 Experience / Qualifications of Project Team of Similar Scope – 20 Points Max

The Contractor shall demonstrate similar project experience. Projects of a similar size and content, to the proposed project, should be included. The contractor shall present an organization chart showing the reporting structure for the project team, including the proposed task leaders for all major work categories.

Basis of Evaluation.

1. Relationship of Experience to this project as it relates to size, quality and relevance.
2. Relationship of Experience as it relates to similar Projects
3. Does description include all major work categories and how personnel functions within categories?

Information should be complete, in a clear and concise manner.

3.7 References (Similar Scope) – 10 Points Max

Provide a minimum of three (3) references in the state of Georgia. A minimum of two references will be contacted to confirm the Contractor's history of project performance and project manager performance. Scores will be based on the average of responding references received. Include customer's name, contact name, email, phone number and brief general description of project and project budget.

Basis of Evaluation

1. Perception of the firm on similar projects
2. Perception of the project manager on similar projects

3. Perception of the firms / projects managers' ability to meet the project schedule
4. Perception of the responsiveness of project manager / firm

3.8 Cost Proposals – 20 Points Max

A cost proposal should be included in a separate sealed envelope number 2 electronically in BidNet and one (1) sealed envelope marked with firm's name and marked Envelope #2 Cost Proposal with in person / mail required RFP bid submission. As part of this scope of work the Contractor shall provide rates for each line item attached in **Appendix C**.

3.9 Bid Evaluation

The following criteria are also considered during the selection process:

1. Compliance with bid required documents (responsiveness)
2. Completeness of bid technical response to section 3.5 to 3.8
3. Additional Submittal Requirements / Response
4. If required, shortlist interviews
5. BAFO if requested by the issuing Purchasing Officer

4.0 PROPOSAL SUBMISSION AND EVALUATION

4.1 Process for Submitting Proposals

4.1.1 Preparation of Proposals

Failure to meet these requirements will result in the Proposal being determined “non-responsive” and the entire submittal will be rejected.

Proposal Format

Each Proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the Technical Proposal, the Offeror should reference these materials in the Technical Proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed. To aid in thorough and consistent review, the technical proposal shall be submitted on no more than twenty (20), one sided 8 ½” x 11” pages in no smaller than 10 point font and shall be organized to correspond to the following sections, with particular emphasis to be given to the **Project Understanding and Approach**. All pages shall be numbered. Standard purchasing required documents & forms required by the City (such as Immigration and Security Form and Affidavit Verifying Lawful Presence etc.) shall not count towards the page limit. **Please upload RFP/City forms in a One (1) combined PDF in Envelope #1 and one (1) upload PDF of technical proposal also in Envelope #1. Offeror(s) will also submit in person or mail five (5) hard copies of technical proposal in an Envelope with firms name and marked Technical Proposal Envelope #1 or lose in a box. Offeror will submit (1) sealed marked Envelope #2 cost proposal, RFP 26-187 and Firm name with in person/mail submission, and (1) PDF electronically in Envelope number 2 in BidNet.**

Additional Submittal Requirements / Response (Proposal-insert after 3.5 to 3.8 response)

1. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if applicable), joint venture partner information (if applicable), and sub-Contractors to be used by the firm. If the firm has branch offices, state which office will be performing the majority of the work.
2. Provide the following information for prime and sub-Contractor(s) for the last three (3) years: average and maximum number of permanent Georgia employees. For any work being performed outside of Georgia, include personnel.
3. In table format and labeled TABLE 1, for the last three (3) years, detail three (3) example projects for each lining type that best illustrate the Offeror's ability to provide the requested services. Discuss the scope of the work, the work products provided and the outcome of the project. Explain how these projects are similar to this request and what the anticipated differences might be. Include the personnel that worked on the project, name of the project owner, contact information, and where the work was performed.
4. One page of the Proposal shall be devoted to an Organizational Chart. This page shall be single-sided and shall not exceed 11" x 17" in size. Additional information should not be added on this page. Note: This page is included in the 20-page limit for the submission.
5. Provide brief descriptions of key personnel who will perform the work. Personnel information should include professional registrations, certifications, years of experience, years with firm, and project experience of the individual (in addition to section 3.5 to 3.8).
6. Contractors shall clearly indicate in the submittal package the designated staff person that will act as the primary point of contact with the City.

4.1.2 Packaging of Proposals

Offerors must submit proposals BOTH online through BidNet and five (5) technical proposal hard copies, (1) copy required forms, (1) copy sealed cost proposal in person / mail at City Hall. All electronic and hard copy proposals must be uploaded in designated envelopes in BidNet and hard copies be marked on package. ***Cost Proposal PDF are to be uploaded only in envelope #2 in BidNet and one (1) hard copy must be sealed and marked RFP 26-187 Cost Proposal and Firm's name.***

Request for Proposal must be received electronically through BidNet and hard copies received at City Hall prior to 2:00 pm, Tuesday July 7, 2026 Eastern Time.

Outside of package for hard copies shall be marked as:

**City of Johns Creek
Purchasing Bid 26-187
11360 Lakefield Drive
Johns Creek, GA. 30097
(Phone if needed-678-512-3233)**

The contents of package and electronic submission shall include:

Envelope #1 (can be lose in box for hard copies of technical proposal)

A). 1 PDF upload in BidNet, Required Forms / RFP Documents & 1 copy in sealed envelope in hard copy package:

- Required Documents. (RFP cover page, RFP Proposal Letter, Disclosure Form, W9, E-verify, 50-36-1 form (person submitting proposal), example COI, Drug-Free Workplace, copy of any professional licenses etc.) ONLY One Copy needed have in 1 sealed envelope and 1 scanned PDF in BidNet.

B). Technical Proposal 1 PDF upload in BidNet & five (5) hard copies in packet for in person/mail delivery.

- Firm Introductory letter
- Project Understanding & Approach-section 3.5
- Experience / Qualification of Project Manager-section 3.6
- Experience / Qualifications of Project Team of Similar Scope-section 3.6.1
- References (minimum 5) section 3.7 (keep in mind your 20 page 1 sided 10 font or higher technical proposal limit)
- Additional Submittal Requirements Section

Envelope #2 1 PDF uploaded in BidNet / 1 hard copy sealed envelope market Envelope #2 Firm Name and cost proposal.

- Financial Cost Proposal

4.1.3 Submission of Proposals

Any Proposal received after the due date and time will not be accepted by BidNet and or late hard copies delivered to City Hall will not be opened.

4.2 Evaluation Process

All responsive Proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered.

4.2.1 Administrative Review

The Proposals will be reviewed by the RFP Issuing Officer for the following administrative requirements:

1. Submitted by deadline.
2. Sealed Technical Submission of Proposals.
3. All required documents have been submitted.
4. All documents requiring an original signature have been signed and are included.

4.2.2 Mandatory Requirements Review

Proposals which pass the administrative review will then be reviewed by the Technical Evaluation

Committee to ensure all requirements identified in Section 3.0 are addressed satisfactorily.

4.2.3 Technical Proposals Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFP. The RFP carries a total weight of **100 points**. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical proposals that scored above the mean score for all proposals, will be ranked for further evaluation.

The following items are evaluation criteria for all qualifying submittals and will be rated on a point basis by the Evaluation Committee. Offerors must provide all information as required in Section 3.0.

- | | |
|--|-------------|
| ▪ Project Understanding & Approach | (30) |
| ▪ Experience / Qualifications of Project Manager | (20) |
| ▪ Experience / Qualifications of Project Team | (20) |
| ▪ References | (10) |
| ▪ Cost Proposal / Rate Fee | <u>(20)</u> |
| | 100 points |

4.2.4 Interviews

The City reserves the right to invite Offerors to participate in a virtual or in person interview for further clarity and insight to their firms Technical Proposal.

4.3 Rejection of Proposals/Cancellation of RFP

The City reserves the right to reject any or all Proposals, to waive any irregularity or informality in a Proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject Proposals that do not contain all elements and information requested in this document. The City reserves the right to cancel this RFP at any time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

4.4 City's Right to Investigate and Reject

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

4.4.1 Offeror Informational Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. (Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

5.0 TERMS AND CONDITIONS

5.1 RFP Amendments

The City reserves the right to amend this RFP prior to the Request for Proposals due date. All amendments and additional information will be posted to BidNet <https://www.bidnetdirect.com/georgia/cityofjohnscreek> and the DOAS/Georgia Procurement Registry, located at: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Offerors are encouraged to check these website frequently for addendums.

5.2 Proposal Withdrawal

A submitted Proposal may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a Proposal must be signed by an authorized individual.

5.3 Cost for Preparing Proposals

The cost for developing the Request for Proposals is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

5.4 Contract

Prior to award, the apparent winning Offeror(s) will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve contractual differences will lead to rejection of the Offeror's proposal.

The City reserves the right to modify the Contract to be consistent with the successful offer and to negotiate with the successful Offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

5.4.1 Contract Term

The term of this contract shall be from commencement of services and until all services are rendered and all invoices postmarked by the City during said term shall be filled at the contract price.

5.5 Conflict of Interest

If an Offeror has any existing client relationship that involves the City of Johns Creek, the Offeror must disclose each relationship.

5.6 Minority Business Policy

It is the policy of the City of Johns Creek that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Johns Creek encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises.

The City of Johns Creek, in accordance with Title VI of the Civil Rights Act of 1964 and 78 State 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

5.7 ADA Guidelines

The City of Johns Creek adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

5.8 Compliance with Laws

The Offeror/Contractor will comply with all City, State of Georgia, and Federal laws, rules, and regulations.

5.9 Governing Terms

This RFP expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Offeror and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Offeror's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

5.10 Indemnification

Offeror shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Offeror's breach of any of the representations and warranties contained herein; (b) Offeror's failure to follow City's specifications; (c) Offeror's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of offeror, its employees, independent contractors,, agents, and suppliers.

5.11 Corrections/Credits

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

5.12 Insurance

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per person

and \$2,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance with limits of no less than \$500,000. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage. The certificate holder is to be issued to:

**City of Johns Creek
11360 Lakefield Drive
Johns Creek, GA. 30097**

Additional Insurer box must be checked off on the Certificate of Insurance.

5.13 Cancellation

City may cancel this agreement at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to Offeror/Contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

5.14 Independent Contractor

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venturer or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

5.15 No Assignment

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

5.16 Audit

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

5.17 Attorney's Fees

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City as a result of such breach.

5.18 Miscellaneous

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Request for Proposals, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

APPENDIX A

SCHEDULE OF EVENTS

RFP #26-187

<u>Event</u>	<u>Date</u>
Release of RFP	06/08/2026
Pre-Bid Conference– (Recommended) A non-mandatory Pre-Bid Conference will take place online via Microsoft Teams meeting.	06/17/2026 @ 10:00 AM
Instructions to register for Pre-Bid Conference: Interested attendees must email purchasing@johnscreekga.gov in advance and no later than the day before of the meeting (preferably sooner) with their firm’s request to participate in the online Prebid Conference. Please submit, firm name, email addresses of attendances and a meeting request will be sent to you by the Purchasing Division with a secure meeting link. You do not have to have a Teams license to join the meeting, just download the link when you click on the meeting link.	
Deadline for Written Questions *Submit only electronically via BidNet	06/26/2026 @ 5:00 PM
Deadline to Submit Bid Via electronically BidNet & hard copies to: City of Johns Creek Re: Purchasing Bid 26-187 11360 Lakefield Drive Johns Creek, GA 30097	07/07/2026 @ 2:00 PM
Applicant Interviews (if necessary)	Week of 07/13/2026
Anticipated Council Work Session Discussion	Not Required
Anticipated Council Meeting Approval Vote	Not Required
Contract Award	End of July 2026
Contract NTP for October 1-September 30 Term	August 2026

APPENDIX B

COST PROPOSAL / RATE SHEET

The Cost/Fee proposal is for **RFP 26-187 On-Call Storm Pipe Lining Services**. Offerors must submit their pricing both electronically and via a single hard copy by following the instructions below:

1. Electronic Submission (BidNet):

- Offerors shall utilize the attached **Exhibit B: Cost Proposal** sheet.
- Upload the completed Exhibit B sheet electronically as an additional document into **BidNet Envelope #2**.
- This document should be uploaded after you have finished uploading your required technical proposal pdf and forms pdf files into Envelope #1.

2. Hard Copy Submission (In-Person / Mail):

- Submit one (1) printed hard copy of the Exhibit B Cost Proposal.
- The hard copy must be sealed inside a secure envelope and clearly marked on the outside as follows: **"Envelope #2: [Firm's Name], Cost Proposal, RFP 26-187 On-Call Storm Pipe Lining Services."**
-

Technical Note: For any technical issues or assistance with the electronic upload process, please contact BidNet Customer Service directly at 800-835-4603.

APPENDIX C
IMMIGRATION AND SECURITY FORM

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 the City of Johns Creek has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The [Contractor] further certifies that at the time of the execution of this contract, the [Contractor] employs **employees** (*must enter*).

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS _____ DAY OF _____ 201__

Notary Public
My Commission Expires: _____

*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 of the U.S.

Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

O.C.G.A. § 50-36-1(e)(2) Affidavit
Verifying Lawful Presence in the United States
(Individual submitting proposal on behalf of firm or individual)

By executing this affidavit under oath, as an applicant for a(n) _____, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- ☐ I am a United States citizen.
- ☐ I am a legal permanent resident of the United States.
- ☐ 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 this 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

Printed Name of Applicant and Title

Subscribed and sworn to before me on

this the _____ day of _____, 20_____.

(Clerk/Notary Public)

My commission expires: _____

CERTIFICATION ON SPONSER

DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of _____, (“Contractor”), whose address is _____

— _____, and I further certify that:

(1) The Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from the Subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and

(4) The Undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

OFFEROR / CONTRACTOR

Date: _____ **Signature:** _____

Print Name: _____ **Title:** _____

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APPENDIX D

PIPE LINING SPECIFICATIONS

1. CURED-IN-PLACE (CIPP) LINING SPECIFICATIONS

PART 1 - GENERAL

It is the intent of this section of these Specifications to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a thermosetting reaction.

PART 2 – REFERENCED DOCUMENTS

This Specification references ASTM D5813 (Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe) ASTM F1216 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), and ASTM F1743 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe).

PART 3 – MATERIALS

1. The Tube. The tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin and withstanding the installation pressures and curing temperatures. The tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.
 - a. The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube.
 - b. The tube shall be uniform in thickness and when subjected to the installation pressures will meet or exceed the designed finish wall thickness.
 - c. Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
 - d. The tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall also include the lining manufacturer's name or identifying symbol.
2. The Resin System. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured meets the minimum requirements given herein or those that are to be utilized in the design of the CIPP for this project.

PART 4 – STRUCTURAL REQUIREMENTS

The design thickness of the liner shall be arrived at using standard engineering methodology. ASTM F1216, Appendix X1, has such an acceptable methodology that may be used where

applicable. The long-term flexural modulus to be used in the design shall be verified through testing. The long-term modulus shall not exceed 50% of the short-term value for the resin system unless the tube contains reinforcements. In the event that a reinforced tube is utilized, the long-term flexural modulus shall be the percentage of the short-term modulus as determined by the above referenced testing.

The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.

The finished CIPP shall fit tightly to the host pipeline at all observable points and shall meet or exceed the minimum thickness established by the design process. The materials properties of the finished CIPP shall meet or exceed the following structural standards:

MINIMUM PHYSICAL PROPERTIES

Property	ASTM TEST METHOD	POLYESTER SYSTEM	FILLED POLYESTER SYSTEM	VINYL ESTER SYSTEM
Flexural Strength	D790	4,500psi	4,500psi	5,000psi
Flexural Modulus (Initial)	D790	250,000psi	400,000psi	300,000psi
Flexural Modulus (50 Yr)	D790	125,000psi	200,000psi	150,000psi
Tensile Strength	D638	3,000psi	3,000psi	4,000psi

PART 5 – INSTALLATION

The CIPP shall be installed in accordance with the practices given in ASTM F1216 (for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the tube's impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances being made for polymerization shrinkage and the anticipated loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the tube.

Temperature gauges shall be placed at the upstream and downstream ends of the reach being lined to monitor the pressurized fluid's (air or water) temperature. In addition to monitoring the temperature inside the tube, temperature gauges shall be placed between the host pipe and the liner at as many points as is practical to record the heating that takes place on the outside of the liner.

Curing of the resin system shall be as per the Manufacturer (Licensor) of the CIPP product. The temperatures achieved and the duration of holding the pressurized fluid at those temperatures shall be per the Manufacturer's (Licensor's) established procedures.

PART 6 – INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work, and to provide rights of access to these points. If a street must be closed to traffic because of the orientation of the pipeline, the Owner shall institute the actions necessary to do this for the mutually agreed time period. The Owner shall also provide free access to water hydrants for cleaning, installation of the tube, and other work items requiring water. The contractor will be expected to uncover buried manhole lids and bring them to grade.

The Contractor, when required, shall remove all internal debris out of the pipeline that will interfere with the installation of the CIPP. The Contractor shall provide a dumpsite for all debris removed during the cleaning operations. Any hazardous waste encountered during this project will be considered as a changed condition.

The Contractor, when required, shall provide for the flow of water around the section, or sections, of pipe designated for rehabilitation. The bypass shall be made by plugging the line at the existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the anticipated flow. The Owner may require a detail of the bypass plan to be submitted.

Experienced personnel trained in locating breaks, obstacles, and service connections by close circuit television shall perform inspection of the pipelines. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the CIPP into the pipelines, and it shall be noted so that these conditions may be corrected. A videotape and suitable log shall be kept for later reference by the Owner.

It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process, and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.

In coordination with the City, the Contractor will be responsible for contacting each home or business adjacent to the storm sewer and informing them of the work to be conducted. The Contractor shall also provide the following:

- Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of the Contractor they can call to discuss the project or any problems that could arise.
- Personal contact and attempted written notice the day prior to the beginning of work being conducted on the section relative to the residents affected.

PART 7 – QUALITY ASSURANCE PROCEDURES

The Contractor shall prepare a sample for each installation of CIPP. The samples shall be restrained samples for diameters of CIPP less than 18"; and flat plate samples for diameters of CIPP 18" and larger. The flat plate samples shall be taken directly from the wet out tube,

clamped between flat plates, and cured in the downtube. The restrained samples shall be tested for thickness and initial physical properties; flat plate samples shall be tested for initial physical properties only.

In addition to physically sampling the finished CIPP, the Contractor shall post-TV the completed work. The television inspection should be used to confirm tightness of the fit of the CIPP to the host pipe and to identify any imperfections. The finished liner shall be continuous over its entire length and be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.

PART 8 – PAYMENT

Payment for the work included in this section will be in accordance with the unit prices set forth in the proposal for the quantity of work performed. Progress payments will be made on the work performed during that period.

2. CENTRIFUGALLY SPRAY APPLIED CEMENTITIOUS MORTAR (SPINCASTING) SPECIFICATIONS

PART 1 - GENERAL

1. **SUMMARY** - This specification document contains the minimum material requirements and installation techniques required for pipe lining rehabilitation/repair to storm drainage and related pipe as may be directed by the appropriate engineer, owner, or utility agency.

2. REFERENCES

- ACI 306R-88, Cold Weather Concreting
- ACI 305 R-10, Hot Weather Concreting
- ASTM C157 Length Change
- ASTM C 1202 Chloride Ion Permeability
- ASTM C 109 Compressive Strength
- ASTM C666A Freeze/Thaw Resistance
- ASTM C 309

3. DELIVERY STORAGE & HANDLING

1. All materials shall be delivered to the jobsite in their original, unopened packages, clearly labeled with the manufacturer's identification, printed instructions and batch code for shelf life and traceability.
2. Store and condition the specified product as per the appropriate product data sheet.
3. For handling instruction, refer to the Safety Data Sheet.

4. **ENVIRONMENTAL CONDITIONS** - Condition and maintain all materials and surfaces that contact pipe rehabilitation material to between 50°F and 90°F (10°C and 32°C), but optimally between 60°F and 75°F (15°C and 24°C).

PART 2 - PRODUCTS

1. MATERIALS

The pipe rehabilitation material shall be a centrifugally spray-applied, basalt fiber reinforced, pre-packaged cement-based mortar requiring only the addition of potable water. The material shall not contain any chlorides or lime other than amounts contained within the hydraulic cement composition. The manufacturer shall have at least 20 years of experience in the manufacture of cementitious repair materials. Contractor shall be trained in the installation standards of the manufacturer.

2. MATERIAL PROPERTIES

The pipe lining/rehabilitation material shall meet all the following typical performance criteria when cured at 70°F (21°C):

A. Compressive Strength, ASTM C 109	
1 Day	3,000 psi (20.7 MPa)
7 Days	6,000 psi (41.4 MPa)
28 Days	8,000 psi (55.2 MPa)
B. Bond Strength, ASTM C 882	
7 Days	2,000 psi (14.8 MPa)
C. Length Change, ASTM C 157	
28 Days Wet	+0.05%
28 Days Dry	-0.15%
D. Chloride Ion Permeability, ASTM C 1202	
28 Days	Very Low
E. Freeze/Thaw Resistance, ASTM C 666A	90% RDM @ 300 cycles
F. Working Time	30 Minutes

PART 3 - EXECUTION

1. EXAMINATION

Actual site conditions must be verified in order to properly assess whether or not the pipe is a candidate for in-situ repair. Registered engineer/contractor to verify surrounding soil conditions, existing pipe conditions and existing/future loading conditions are suitable for the repair to take place.

2. PIPE CONDITIONS

- Completely remove or mitigate all obstructions that may hinder proper installation of product prior to commencing work.
- Ensure all active water flow is diverted or stopped prior to commencing work.
- Remove all loose, delaminated and weak materials including dirt and debris from work area. Prepare pipe surfaces using high pressure water blasting to thoroughly remove all contaminants and bond-inhibiting materials. Severely corroded pipe sections may need replacement.
- The sections to be repaired should be free of standing water; concrete pipe should be presoaked for 6-8 hours prior to installation or in accordance with manufacturer's specifications.

- E. All cracks in pipes identified shall be brought to the attention of the engineer and a determination made of whether the cracks shall be repaired or mitigated as directed prior to installation of the pipe rehabilitation material.
- F. All surfaces must be blown clean from surface preparation debris and residue prior to commencing work.
- G. Due to the potential corrosion reactivity between cementitious materials and aluminum, all aluminum pipe should be coated with a coal tar type coating (or similar material) prior to application of Cementitious Repair Material.

3. APPLICATION

- A. All necessary tools, equipment and materials shall be in good condition and as close as possible to the area being repaired.
- B. Appropriate clothing and safety equipment shall be worn to avoid breathing dust and prevent eye and skin contact with both dry and mixed repair materials, according to the Safety Data Sheets.
- C. An ample source of potable water shall be available for preconditioning, mixing, cleaning and curing.
- D. Mix according to manufacturer instructions.
- E. Position spray cast equipment within pipe and begin pumping material to nozzle. Commence application of material within pipe. As material is cast within the pipe, move applicator head accordingly so as to provide the necessary thickness and uniformity. Continue placement of material to minimize or prevent cold joints except over existing joints. Placement thickness and achievement of specified wall thickness are the responsibility of the contractor.

4. CURING

- A. Wet cure per manufacturers recommendations or for a minimum of 24 hours after placement or apply curing compound meeting the requirements of ASTM C 309 immediately after placement.
- B. Repair material shall be protected from freezing, hydrostatic pressure and vibration as recommended by the manufacturer, until fully cured.

5. FIELD QUALITY CONTROL

- A. Compressive Strength Test:
- B. Test in accordance with ASTM C 109/C109M by making samples of the mortar. Obtain production samples of mixed mortar from the nozzle or the mixer during the application for compliance with specification for testing at 7 days and 28 days.
- C. Provide a minimum of three test specimens for each 200-lf of spun pipe and a minimum of 3 samples in total, whichever is greater, for testing.
- D. Provide manufacturer's original Quality Control results for batch used on site.

APPENDIX E

RELEVANT MATERIALS

The City has provided relevant materials regarding this project such as Concept designs, survey, and traffic studies. These materials can be found in the City's FTP site using the following link.

FTP URL: [https://transfer.johncreekga.gov \[na01.safelinks.protection.outlook.com\]](https://transfer.johncreekga.gov [na01.safelinks.protection.outlook.com])

Username: pwftp

Password: JCftp12000!

Folder: Storm Pipe Lining