

**REQUEST FOR QUALIFICATIONS
DESIGN-BUILD SERVICES FOR NEW CITY SKATEPARK
CITY OF POWDER SPRINGS
RFQ # 22 - 002**

INTRODUCTION

The City of Powder Springs, Georgia is seeking sealed qualification statements from experienced and qualified firms for the purpose of providing design and construction services for a new city skatepark.

Sealed proposals shall be received by no later than **noon EDT on Monday, April 11, 2022**, at the City of Powder Springs, 4426 Marietta St., Powder Springs, Georgia 30127, sent to the attention of Kelly Axt, City Clerk. **Late submittals will not be accepted.**

The deadline for submission of questions shall be **noon EDT Monday, April 4, 2022**. All questions shall be submitted to the attention of Kelly Axt, City Clerk, at kaxt@CityofPowderSprings.org. Vendors shall submit an original, five (5) copies, and an electronic copy of the proposal.

The City reserves the right to reject any or all qualification statements, and to waive any informality and technicality in bidding in order to select a design-build team that is determined to serve the best interest of the city.

BACKGROUND

The City of Powder Springs is in southwest Cobb County and is a member of the 10-county Atlanta Regional Commission. The city is located approximately 22 miles west of Atlanta and approximately 12 miles southwest of Marietta. Powder Springs encompasses approximately 4,580 acres (approximately 7 square miles).

The City's population is currently estimated at 15,758, ranking it fifth amongst Cobb County's six municipalities. The citizenry is quite active and there has been a great emphasis on transparency in local government and easy access to public records.

PROJECT DESCRIPTION/SCOPE OF SERVICES

The scope of this project shall include design-build services for a custom professional qualifying 20,000 SF or larger skatepark consisting of both a park and street course. This skatepark must be certified as Olympic qualifying and be able to host national skateboarding competitions. The design must also include landscape architecture along with hardscapes and seating areas including shade structures. The winning company will also be responsible for hosting and promoting a grand opening event with professional skateboarders. Winning contractor will also be responsible for relocating and reinstalling existing climbing structure to another location in the park designated by the city including new footer installation and demo of existing footers. The existing park must remain open and usable to the public. Contract is responsible to work and stay within project budget limits.

MINIMUM DESIGN BUILDER QUALIFICATIONS

1. Design Builder contractors shall have satisfactorily completed the installation of a minimum of five (5) skatepark projects in accordance with the project scope described in this RFQ.
2. Qualifying projects must include concrete skatepark structures of 20,000 Square feet in size of larger, constructed in the past five (5) years.
3. The Design-Build Contractor shall have provided all the structure improvements including grading and earth work, rebar work, fabricated metal work, concrete pool coping, concrete work, and shotcrete. Only skatepark structures where the complete construction of the project as described above was the sole responsibility of the Design-Build Contractor shall be considered as acceptable projects to evidence credible experience and qualifications of the bidding Design-Build Contractor.
4. Qualifying projects shall have utilized a Certified Nozzleman for all shotcrete installation work.

PROJECT BUDGET

The project has a stated cost limitation of \$1,800,000 including all fees, demolition, general conditions, design, and construction costs.

COMPLETION SCHEDULE

The skatepark shall be completed and available for use no later than March 31, 2023.

PROPOSAL CONTENTS

To standardize responses and simplify the comparison and evaluation of responses, all proposals must be organized and submitted in the format listed below. The City of Powder Springs reserves the right to request further information, contact client references, and require interviews with any responding firm.

1. AUTHENTICATION LETTER

The letter shall be executed by the Owner or authorized corporate officer of the Design Builder committing to the requirements of the RFQ and shall include the following information.

- a. Name and address of the entity submitting the statement of qualifications
- b. Name of person(s) authorized to represent the contractor and person(s) authorized to sign any contract that may result.
- c. Georgia commercial General Contractors license.
- d. Date entity was established.

2. COMPANY BACKGROUND

Provide information on company background to include the following.

- a. Firm local name, address, and phone number.
- b. Contact person, phone number, and e-mail address.
- c. Number of years in business.
- d. Size of firm (number of employees)
- e. Location of personnel that will be involved in project design and construction

3. RELEVANT EXPERIENCE

- a. Provide information on the Design Build team’s experience relative in providing design and construction services for skateparks
- b. Provide a minimum of five (5) references where your Design-Build team has provided design and construction services for skateparks similar in size and scope to the project described in this RFQ in the last five years. Include client name, location, contact person, phone number, and e-mail address, and final cost of each project.

Submitted reference projects shall include skateparks where the Design Builder has successfully completed competition course design and built skateparks for Regional, National, and Olympic Qualifying skateboard competitions.

4. METHODOLOGY AND APPROACH

Provide a brief synopsis summarizing your approach that demonstrates the Design Build team’s understanding of the project scope and their overall vision for completion of a high-quality concrete skate park. Address strategy including an overview of how the team will design and build a skate park that represents multiple uses, a variety of skill abilities, a distribution of terrain primarily focused on street skating and inclusion of transition style elements that compliment, support, and reinforce goals of the skate park. The Design-Build team is encouraged to think creatively about the skate park design and should consider a concept that is focused on skateboarding but allows for the potential impact of a mixed-use public skate park, a sense of community and stewardship, a quality street skating environment able to host events, an engaging aesthetically pleasing design, environmentally sustainable development practices, and a cohesive sense of place within the larger community park. The design concept should encourage all park users to use, watch, and enjoy the facility.

In addition, the summary shall address why the Design-Build team feels theirs is the most qualified for the project, and how they will ensure that the project is completed on-time and within budget.

5. PROJECT STAFFING

Provide an organizational chart depicting key personnel to be involved in this project including names of sub-contractors that will perform work on the project. Provide resumes of key

personnel as well as contact information for the site superintendent or manager assigned to this project. Include relevant experience and similar skate park projects that the site superintendent and manager have successfully completed.

The city reserves the right to reject any subcontractor.

6. FINANCIAL STABILTY

To address the contractor’s current financial stability, provide complete answers to the following questions.

- a. Has the company ever had a voluntary or involuntary Bankruptcy Petition filed in its current or any prior name?
- b. Is any team member currently in default on any loan agreement with any bank, financial institution, or other entity?
- c. Has the company, any principal, any parent company, or any subsidiary ever been denied a surety bond?
- d. Have any of the principals ever had a claim made against them by their bonding company or had the bonding company threaten to bring a claim?
- e. Provide a list of any litigations or arbitrations where claims have been brought against the contractor in the last five years and the outcomes of each.

EVALUATION CRITERIA/SELECTION PROCESS

Proposals will be evaluated based on the following factors by an evaluation team consisting of City management personnel. Factors are listed in order of relative importance. After evaluations are completed, the proposals will be ranked, and the award made to the firm whose proposal has been determined to be most advantageous to the city. Negotiations will be conducted with this contractor to reach an agreeable and fair and reasonable price. If an agreeable contract cannot be reached, a recommendation of award will be considered for the next highest ranked contractor.

- 1. COMPANY BACKGROUND/RELEVANT EXPEREINCE**
- 2. METHODOLOGY AND APPROACH**
- 3. PROPOSED PROJECT TEAM**
- 4. FINANCIAL STABILT**

SPECIAL INSTRUCTIONS

- 1. Scope Reduction Clause**

The City of Powder Springs (the "City") reserves the right to reduce or increase the scope of the project. The City of Powder Springs, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction clause will be enacted only if it is in the best interest of the city and constitutes no guarantee of scope.

2. Additional Work

The City of Powder Springs reserves the right to add to the contract any future work, with the agreement of the vendor a mutually agreeable compensation term. This option will be enacted during the contract or within twelve months of the end of the contract, if in the best interest of the City, and with agreement of the vendor.

3. Insurance Requirements

All Proposal submitted must be accompanied by a Certificate of Insurance in compliance with the minimum requirements of the State of Georgia to include worker's compensation. Upon Bid Award, Vendor shall present a Certificate naming the City of Powder Springs as Additional Insured. Vendor shall be responsible for all injuries or damages of any kind resulting from his work to persons or property. The minimum insurance requirements are as follows:

- a. Commercial General Liability Coverage for personal injury and/or property damage with a minimum limit of \$1,000,000 per occurrence.
- b. Commercial Excess Umbrella for liability for bodily injury and/or property: damage and in excess over other coverage in an amount of at least \$2,000,000 combined single limit.
- c. Worker's Compensation and Employers Liability - Statutory coverage at a minimum of \$500,000 per accident.
- d. Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) days prior written notice must be sent by mail to the City.

4. Indemnification

Vendor shall assume the obligation to indemnify and hold harmless the City, its officers, employees, engineers, associates, agents, sub vendors and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause. Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of Vendor. The City may review any disputes and the City's decision shall be final.

5. Georgia Security and Immigration Compliance

In compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91), all vendors must comply with the above-mentioned State of Georgia regulations by completing the provided affidavits relative to vendor and sub vendor stating affirmatively that the vendor and any sub vendors are registered and participating

in a federal work authorization program. All applicable affidavits have been included with this RFP and must be signed and provided with the Proposal submission.

6. Personnel

Vendor shall only hire and employ individuals performing services hereunder with suitable training, experience, and skills to perform the services and the position to which such individual is assigned. Vendor shall, at its expense, conduct (or cause to be conducted), in compliance with all applicable laws, the following checks on each individual performing services hereunder:

- a. Background check, including the: (i) name and all names used in the previous seven years, (ii) date of birth, (iii) city, state, and country of birth, and (iv) passport number (if one is held) and issuing country, issue date and expiration date.
- b. Criminal checks; and
- c. Drug testing.

At the City's request, and to the extent permitted by law, Vendor shall provide copies of such checks with respect to any individual performing services hereunder, and the City shall comply with the law with respect to the use, retention, disposal and confidentiality of such information. With respect to any individual performing services hereunder that the City believes is (a) not conducting him or herself in accordance with the applicable code of conduct as provided to Vendor by the City from time to time, (b) improperly providing the services, (c) engaged in conduct that is criminal, fraudulent or likely to cause harm to the City's employees or property or (d) not adequately complying with the terms of the service contract, Vendor shall, upon the City's request, as soon as reasonably practicable: (i) if applicable, terminate such individual's access to City property, and (ii) remove such individual of his or her responsibility of providing services to the City.

7. Ordinances and Regulations

Selected vendor(s) must comply with all pertinent federal, state and local ordinances and regulations. Vendor shall adhere to all City of Powder Springs ordinances pertaining to the work performed as found at

<http://library.municode.com/index.aspx?clientID=12469&stateID=10&statename=Georgia>

8. Default and Termination

- a. **Default** - The City may on thirty (30) days written notice to the Vendor terminate the service contract, and without prejudice to any other remedy it may have, when the Vendor materially defaults in the performance of any provision of this specification, or

materially fails to carry out the work in accordance with the provisions of the service contract. Default by the Vendor will include, but is not limited to, the following:

- i. Failure by the selected firm to provide service in accordance with the specifications.
 - ii. Vendor fails to continually perform the service for three (3) consecutive business days during the term hereof for reasons other than a force majeure event.
 - iii. Insolvency or filing of a voluntary or involuntary petition in bankruptcy court by the Vendor.
 - iv. Commencement of a foreclosure proceeding of a lien against the facility or its conveyance in lieu of foreclosure.
 - v. Vendor fails to cure any other breach of default in the performance of its duties or obligations set forth in the contract within five (5) days of receipt by Vendor of written notice of such breach or default.
- b. **Termination** - The City may terminate the contract, for convenience purposes, upon sixty (60) days written notice. Upon any termination of the contract, the Vendor shall, unless notified in writing otherwise, take all reasonable precautions to complete the work in progress and to minimize the expenses of the City incident to such termination and the completion of the work. Thereafter, the Vendor shall promptly discontinue the work. The city will pay the Vendor all monies owed for work completed.
- c. **Termination Assistance Services** - If requested by the City, Vendor shall provide the City with such assistance as may be required to transition the provision of the services from Vendor to a successor service provider without interruption to, or degradation of, the services, including, without limitation, continued provision of the services and any additional services as are reasonably requested by the City.

9. Required Submissions

- a. All Proposals must be submitted with one original and four (4) copies. All copies must contain all required forms, acknowledgements, affidavits of compliance with the Georgia Security and Immigration Act, verification of any required bid bonds and the bond check, a current occupational/business license, and a current and valid Certificate of Insurance showing the minimum insurance coverage as specified above.

City of Powder Springs, Georgia
VENDOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of

Powder Springs has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603); in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is 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.

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

EEV/Basic Pilot Program User Identification Number

By: Authorized Officer or Agent

Date

Title of Authorized Office or Agent

Subscribed and sworn before me on this, the _____
day of _____, 2022

Notary Public: _____

My commission expires: _____

City of Powder Springs, Georgia
SUB VENDOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Powder Springs has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of

the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603); in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is 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.

EEV/Basic Pilot Program User Identification Number

By: Authorized Officer or Agent of Sub vendor

Date

Title of Authorized Office or Agent of Sub vendor

Subscribed and sworn before me on this, the _____
day of _____, 2022

Notary Public: _____

My commission expires: _____