

THE CITY OF GARDEN CITY, GEORGIA



FOR

ENGINEERING DESIGN, PERMITTING, AND CONSTRUCTION ADMINISTRATION

SERVICES FOR GARDEN CITY GYMNASIUM COMPLEX



Proposal Due Date/Time: January 17, 2023

4:00 pm EST

100 Central Avenue Garden City, Georgia 31405 912-966-7770 www.gardencity-ga.gov

BACKGROUND/GENERAL CONDITIONS

The City of Garden City, Georgia, is requesting qualification proposals from qualified firms to perform architectural/engineering design, permitting, and construction administration services for a new gymnasium/community center and multipurpose recreational complex to replace the existing Garden City Recreation Center. The existing Garden City Recreation Center is located on approximately 5.7 acres located at 160B Priscilla Thomas Way in Garden City. The City presents this "Request for Proposals" to describe its needs and the criteria which will be used to determine the election of services.

Sealed statements of qualifications from respondents will be received by the City of Garden City until **4:00 pm local time, January 17, 2023.** Responses to this Request for Proposals (RFP) must be addressed to the attention of:



1.0 GENERAL PROVISIONS

1.1 Purpose

The City of Garden City (City) is seeking qualification proposals from qualified Respondent(s) for the provision of design, permitting, and construction administration services for a new Garden City Gymnasium and Multipurpose Recreational Complex to replace the existing Garden City Recreation Center.

1.2 Proposal Submission

Proposals must be submitted with all required submissions included. Failure to comply may preclude consideration of the proposal. Each Respondent is responsible for full and complete compliance with all laws, rules, and regulations which may be applicable. Respondents desiring to provide services as described herein shall submit proposals as follows:

- An original submittal not to exceed 25 pages back and front (excluding the Cover Page and Exhibits);
- An electronic copy of the Proposal, including any Exhibits, on a flash drive/thumb drive; and
- Three (3) bound hard copy submittals

Proposals shall be in sealed opaque envelopes, and proposers should indicate on the outside label of their proposal package the following information:

- 1. RFP Title
- 2. Date and time for submission
- 3. Company Name

All proposals must be delivered no later than 4:00 pm EST, January 17, 2023, to the attention of:

City of Garden City Scott Robider, City Manager 100 Central Avenue Garden City, GA 31405

LATE PROPOSALS WILL NOT BE CONSIDERED.

A pre-proposal conference will be held on **January 3, 2023**, at the Garden City Hall, 100 Central Avenue, Garden City, Georgia, 31405, beginning promptly at **10:00 AM**; attendance is mandatory. This meeting will allow potential bidders to ask questions and bring up any concerns they may have regarding the bids.

The RFP can be found on Garden City's website at the following link: <u>http://www.gardencity-ga.gov/for-business/bids-proposals.</u> All questions regarding this RFP should be sent in writing via email and directed to Scott Robider, City Manager, at <u>srobider@gardencity-ga.gov</u>. The deadline for questions regarding the RFP is due by **5:00 PM EST on January 6, 2023**. Information, clarification, and questions regarding this RFP will be posted on the above-referenced Proposal **by 5:00 PM EST on January 10, 2023**.

Upon submission, all proposals become the property of the City, which has the right to use any or all

ideas presented in any bid submitted in response to this RFP, whether or not the proposal is accepted. All work papers/products developed as part of the contract performance become the property of the City upon termination or completion of the provision of services. The cost of developing the written proposal and the oral presentation is entirely the Respondent's obligation. It shall not be chargeable in any manner to the City.

Activity	Dates & Times
Release of Solicitation Request	December 12, 2022
Mandatory Pre-Proposal Event	January 3, 2023 @ 10 AM
Deadline to Email Questions to City	January 6, 2023, by 5:00 PM
Posting of Answers to Questions	January 10, 2023, by 5:00 PM
Proposals Due	January 17, 2023, by 4:00 PM

A summary of the schedule that will govern this Invitation for Proposal is as follows:

1.3 Acceptance/Rejection of Proposals

The City reserves the right to reject any proposal which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate proposals, incomplete or unbalanced proposals, or irregularities of any kind. Submittal requirements of this RFP are for evaluation and selection purposes only. The City may allow alterations, modifications, or revisions to individual elements of the successful proposal at any time during the contract period which results from this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part, with or without cause, to waive technicalities, or to accept proposals or portions thereof which, in the City's judgment, best serve the interests of the City, or to award a contract to the next most qualified Respondent if a selected Respondent does not execute a contract within thirty (30) days after the award of the proposal.

1.4 Consideration of Proposals

Proposals will be considered from Respondents generally engaged in providing and performing services as specified herein. The Respondent must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. The City reserves the right to inspect the facilities and organization or take any other action necessary to determine the ability to perform according to specifications, terms, and conditions before recommending any award.

1.5 Proposal Withdrawal

Any Respondent may withdraw their proposal by written request before the scheduled closing time for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the City the services as outlined in Section 3.0 Scope of Services or until one or more of the proposals has been awarded.

1.6 Non-Warranty of Request for Proposals

Due care and diligence have been used in preparing this RFP. The City shall not be responsible for any error or omission in this RFP, nor for the failure of the Respondents to ensure that they have all information necessary to affect their proposals.

1.7 Request for Clarification

The City reserves the right to request clarification of information submitted and additional information from one or more Respondents, either orally or in writing.

1.8 Contact with the Evaluation Committee

To ensure fair consideration for all Respondents, the City prohibits communication to or with any department, employee, elected official, or anyone evaluating or considering the proposals during the submission process, except as provided in Section 1.8.1. Additionally, the City prohibits communications initiated by a Respondent to any department, employee, elected official, or anyone evaluating or considering the proposals before the time of an award decision.

The City Manager or designated representative will initiate any communication between a Respondent and the City to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications initiated by a Respondent to anyone other than the email provided in Section 1.2 above may be grounds for disqualifying the offending Respondent from consideration of the award of the proposal being evaluated and/or any future proposal.

It will be the Respondent's responsibility to contact the City's designated representative before submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to confirm receipt of all addenda with the proposal.

1.9 Examination of Request for Proposals

Before submitting a proposal, it shall be the Respondent's responsibility to examine thoroughly the RFP or other related documents (where applicable) to be informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Failure to do so will not relieve the selected Respondent of complete performance under the contract.

1.10 Drug-Free Workplace

During the evaluation of proposals, all factors in the proposal process being equal as to the ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace Exhibit D.

1.11 Workplace Violence

Employees of the Respondent (or responders to this RFP) are prohibited from committing any act of workplace violence. Violation may be grounds for termination.

1.12 Development Costs

The City shall not be liable for any expense incurred in connection with the preparation of a response to this Request for Proposal. The Proposer's responses should be concise and demonstrate the proposer's ability to meet the requirements of the RFP.

2.0 BACKGROUND INFORMATION

The existing Garden City Recreation Center facility includes a basketball gym, gymnastics room, Recreation Administrative Offices, concessions, restrooms, and storage. The existing gym complex also includes a swimming pool, football/soccer stadium, a practice field, a picnic pavilion, and a playground. Garden City intends to replace the current facilities at another City property of similar and sufficient size.

The new gym complex is intended to include the following amenities:

- New gymnasium/community center building with the following spaces:
 - 2-court gymnasium with bleacher seating
 - Multi-purpose/group exercise room
 - o Fitness room
 - Athlete support (locker rooms)
 - Public restrooms
 - Concessions
 - Administration/Parks & Recreation offices
 - o Storage
- Multi-purpose (195' x 360') synthetic turf playing field with bleacher seating and sports lighting
- 45' x 75' outdoor pool with new pump house
- 30' diameter splash pad
- Multi-use outdoor sports court
- Concession/restroom building
- Picnic pavilion
- Playground (accessible with a solid surface)
- Walking trails
- Landscaping, wayfinding signage, and pedestrian lighting

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• Stormwater management features

3.0 SCOPE OF SERVICES

The services requested herein are for the submittal of all buildings, landscape, irrigation, drainage, utilities, sidewalk, parking, etc., and designs required for the construction of a new Gym/Community Center and Multipurpose Recreational Complex.

3.1 Purpose

The City, a political subdivision of the State of Georgia, is seeking proposals from qualified firms to design a new gym/community center and multipurpose recreational complex. A master plan for the replacement of the gym complex at its current location was developed in January 2022 and is attached to this RFP for reference. Subsequently, the City reached an agreement with the Savannah-Chatham County School System (SCCPSS) to sell the existing gym complex property to SCCPSS. Therefore, the City now intends to replace the current facilities at another City property of similar and sufficient size. The selected property is the former Haynes School property located off 5th Street. An extension of Alfred Street from US Hwy 80 has been proposed as a potential access route to the property, which shall be constructed by either the City or by third parties in connection with the development of adjacent properties. As such, the City may include the new access road as part of this project.

The proposed improvements include:

- New gymnasium/community center building with the following spaces:
 - 2-court gymnasium with bleacher seating
 - Multi-purpose/group exercise room
 - o Fitness room
 - Athlete support (locker rooms)
 - Public restrooms
 - Concessions
 - Administration/Parks & Recreation offices
 - Storage
- One synthetic turf multi-purpose 195'x360' playing field with a dynamic stone base and underdrain system and the following components:
 - Two (2) high school regulation combo football/soccer goal pairs
 - Bleacher seating (minimum of 600 seats)
 - o Team benches
 - Multi-sport (football/soccer) Scoreboard
- Concession/restroom building
- Outdoor pool (45'x75')
- Pool pump house
- 30' diameter splash pad
- Multi-use outdoor sports court
- Picnic pavilion (24'x 40')
- Small playground with equipment and accessible solid surface
- Walking trail/path around field/complex
- Parking lot with lighting for full occupancy
- Sports field lighting
- Pedestrian lighting
- Landscaping including canopy trees, parking lot trees, shrubbery, flower beds
- Wayfinding and facility complex signage

The selected consultant will be required to provide complete design and permitting services for the new gym/community center and recreation complex at the City's selected site in accordance with Garden City building and site development requirements, including stormwater detention and water quality control facility designed in accordance with the Local Design Manual and design and permitting to address state and federal requirements (e.g., Soil Erosion and Pollution Control Plan, utilities permitting, wetlands, etc.).

The selected consultant will be responsible for surveying, geotechnical investigations, sports architecture, sports design, landscape architecture, aquatic engineering, civil site development including site utilities (water, sewer, gas, electric, and internet), roadway design, MEP engineering, and structural engineering. The selected consultant will be required to prepare plans and specifications and submit the design documents required to obtain all permits for the project. Garden City will be responsible for permitting fees.

The selected consultant will also be required to assist the City with construction administration services, including project bidding, review of bids, the recommendation for selection of the Contractor, preparation of a contract for execution by the Contractor and Owner, construction inspection, and conducting bi-weekly Owner-Architect-Contractor meetings during the project construction phase.

The selected consultant will prepare a proposed project schedule for the design, permitting, and construction of facilities and include this schedule with the proposal submittal.

3.2 General

Respondent shall provide all staff, materials, equipment, tools, and any other incidental items to accomplish the project.

The City Contract Manager shall be the City Manager or his/her designee.

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4.0 PROPOSAL REQUIREMENTS AND FORMAT

Proposals must be submitted setting forth the information called for below in the format required. Each proposal must contain the following presented in this format and order:

4.1 Introduction / Cover Letter

Respondents should provide no more than a two (2) page letter indicating the Respondent's interest in and knowledge of the project and willingness to provide the services. The letter, at a minimum, should include the name, address, telephone number, and email of one contact to whom any correspondence should be directed.

4.2 Experience

This section should include a list of similar projects performed in the last ten years with a brief narrative of each project, client, services provided by Respondent, the value of services, the value of construction, current status on the date of completion, project manager, client project manager, and contact information. Include a statement for each project indicating why it is considered a similar project.

Basis of Evaluation:

- Relationship of experience to this project as it relates to size, quality, services, and relevance.
- Experience following State and local regulations and requirements.
- Completeness of information provided.
- Clear and concise presentation of information.

4.3 Qualifications / Key Personnel

This section should include a list of key personnel and resumes for all key personnel, including the project manager, QA/QC manager, design leads, and key design disciplines. Identify the person who will be the primary point of contact and responsible for the day-to-day management of the work. Identify key personnel necessary for implementing the project. Describe how key personnel will be involved in the project. Describe the availability of the project manager and key personnel for this project.

Basis of Evaluation:

- Quality and relevant experience to the project and the City's goals.
- Does the description include all key services and how personnel function within the team?
- Are all potential service categories included?

4.4 Project Understanding and Approach

This section should include a narrative necessary to show that the Respondent has an understanding of the scope and objectives to be performed in this project. The Respondent should list key elements of the project and describe the approach to the provision of services as required herein and the specific work plan to be employed to implement it. Respondent shall show the project schedule and personnel needed to implement each phase.

Basis of Evaluation:

- Is the project work plan discussion and proposed schedule reasonable?
- Are personnel listed adequate to implement the schedule?
- Does the narrative address the methodology and timing of project implementation?

4.5 References

Provide at least three (3) verifiable references for whom the Respondent has performed the type of services being requested by the City. The following information shall be provided for each reference listed: Reference name, title, email address, and phone number(s) of the individual within the organization for whom the work was performed who can be contacted and attest in regard to the named project. Also requested is the Project Title, dates of service, type of work, and the name(s) of the project manager and key staff person(s) who worked on the project.

4.5 Required Forms

The Respondent shall include the Required Forms listed below in the "Required Forms Section" of their Proposal:

- Addendum Acknowledgement Form provided in Exhibit B
- References Form provided in Exhibit C
- Drug-Free Workplace Certification Form provided in Exhibit D
- Exceptions to the Solicitation Form provided in Exhibit E
- Equal Employment Opportunity Certification provided in Exhibit F
- Compliance with the Illegal Immigration Act provided in Exhibit G
- Non-Collusion Oath provided in Exhibit H
- Good Faith Affidavit provided in Exhibit I
- Certificate of Insurance Form provided in Exhibit J



5.0 CITY SELECTION PROCEDURES

The Respondent selected to provide the services described herein will be selected from the qualified Respondents submitting responses to this RFP. Factors such as Respondent's relevant experience, reputation, past performance on similar projects, excellence of the team and project manager to be assigned to the project, technical competence, ability to meet program goals, and completion within a reasonable time will be considered in the shortlist and contract award recommendations made to City Council for their decision.

Firms will be evaluated initially on the basis of the written qualification proposals. Thus, the proposal must be complete, concise, and clear as to the capability and intent of the respondent. Further evaluation <u>may</u> include an oral presentation that will be scheduled as needed after receipt and review of the written qualification proposals.

The selection process will be as follows:

5.1 Evaluation Criteria (Step 1)

Based on the requirements in Section 4.0, responses will be evaluated by an evaluation committee which the City Manager will designate. While each Respondent's proposal will be rated on its merits, the following will be regarded as assumptions applicable to each:

- Responses will follow the format and instructions within Section 4.0, and Respondents should consider Section 4.0 as an outline or checklist.
- Responses should be complete.
- Responses should be presented in a clear and concise fashion.

Difficulty in reading any Respondent's proposal because of confusing information, errors, or missing information considered key to a fair evaluation can result in its consideration as not responsive.

Evaluation of the qualification proposals will determine which firms are selected for the shortlist!

5.2 Evaluation Criteria (Step 2)

Based on an evaluation of proposals in Step 1, those Respondents that make the "short list" of finalists may be interviewed. If interviews are necessary, they will be scored using the same process as the proposals.

5.3 Evaluation Process and Award

After presentations (if necessary), firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for the award will be considered by the City Council. No work on this project shall proceed without written authorization from the City. The City reserves the right to enter contract negotiations with the selected Respondent. If the City and the selected Respondent cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City or its representatives arising from such negotiations.

5.4 Weighted Criteria

Evaluation Points will be assigned to each Proposal on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
Compliance with Request for Proposal (Mandatory)	N/A
Experience	30 points
Qualifications / Key Personnel	30 points
Project Understanding and Approach	25 points
Local Vendor Preference (located and operated within Chatham County)	10 points
Interview	30 points possible



6.0 PROFESSIONAL RESPONSIBILITY

All services shall be provided with the skill and care which would be exercised by comparably qualified professionals performing similar services at the time and place such services are performed. Individual or Respondent shall accept full responsibility for the work as described herein.

6.1 Insurance Requirements

The successful Respondent shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with the work performed on behalf of the City by the Respondent, his agents, representatives, employees, or subcontractors. Proof of coverage as contained herein shall be submitted within 7 days of contract execution, and the Respondent shall maintain such coverage for the duration of the contract period. Insurance requirements are provided in Exhibit J. The selected Respondent shall provide a Certificate of Insurance with the minimum coverages described in Exhibit J.

6.2 Hold Harmless Clause

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The Respondent shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from the violation of any law, bylaw, ordinance, regulation or decree. The Respondent agrees that this clause shall include claims involving infringement of patent or copyright.



7.0 GENERAL TERMS AND CONDITIONS

The following are the general terms and conditions, supplemental to those stated elsewhere in the RFP, to which the selected Respondent must comply in order to be consistent with the requirements for this RFP. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

7.1 Assignment of Personnel

All personnel assigned to the project will be subject to the approval of the City, and no changes shall be allowed unless prior written approval is obtained.

7.2 Basis for Contract Negotiation

The proposal will serve as the basis for negotiating the contract.

7.3 Term of the Contract

The contract shall be effective for the period to begin based on the date of the executed contract.

7.4 Governing Law

This agreement shall be governed in accordance with the laws of the State of Georgia.

7.5 Permits, Laws & Regulations

The selected Respondent shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated in the proposal. The selected Respondent is presumed to be familiar with all state and local laws, ordinances, code rules, and regulations that may in any way affect the work. Ignorance on the part of the selected Respondent will in no way relieve it of responsibility. The selected Respondent must agree to abide by and conduct its programs and provide its services in compliance with applicable ordinances, statutes, laws, and amendments thereto. Please note that Garden City encourages the participation of small business enterprises (SBEs) and/or minority business enterprises (MBEs) in this procurement.

7.6 Assignment of Interest

Any individual or Respondent shall not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.

7.7 Indemnification

To the maximum extent permitted by Georgia law, the Professional shall defend, indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses, or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Professional or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Professional or anyone employed or utilized by the Professional in the performance of this Agreement. The duty to defend under this Article is independent and separate from the duty to indemnify. The duty to defend exists regardless of any ultimate liability of the Professional, the City, and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Professional. The Professional's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by a final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Nothing contained herein shall constitute a waiver by the City of sovereign immunity or the provisions of any Georgia Statutes.

7.8 Amendments

The agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

7.9 Default and Termination

The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall be given seven (7) days in which to cure the default. The City Manager is authorized to provide written notice of default on behalf of the City. If the default situation is not corrected within the allotted time, the City Manager is authorized to provide final termination notice on behalf of the City to the selected Respondent. The City may terminate the contract without cause by first providing at least 24 hours written notice to the selected Respondent prior to the termination date. The City Manager is authorized to provide written notice of termination on behalf of the City. In the event funds to finance the contract become unavailable, the City may terminate the contract with no less than twenty-four hours' notice in writing to the selected Respondent. The City shall be the final authority as to the availability of funds.

7.10 Successors and Assigns

The City and selected Respondent each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of the agreement, and any assignment or transfer by the selected Respondent of its interest in the contract without the written consent of the City shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or the selected Respondent, nor shall it be construed as giving any right or benefit hereunder to anyone other than the City or the selected Respondent.

7.11 Non-Waiver

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

7.12 Independent Contractor

In the performance of the agreement, the Respondent will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the City. The Respondent shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Respondent in the full performance of the agreement.

7.13 Collusion

The Respondent is required to submit in their Proposal the Non-Collusion Oath provided in Exhibit H, and the Good Faith Affidavit provided in Exhibit I.

7.14 Georgia Security and Immigration Compliance Act

For the successful bidders contracting for providing services with the City:

(a) Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Respondent

understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Respondent further agrees that the Respondent shall attest to such compliance through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07 or a substantially similar contractor affidavit. The Respondent's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

- (b) The Respondent understands and agrees that in the event the Respondent employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Respondent shall:
 - a. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
 - b. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Respondent further understands and agrees that the Respondent shall require the executed subcontractor affidavit to become a part of the agreement between the Respondent and each such subcontractor. The Respondent agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."



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EXHIBIT B ADDENDUM ACKNOWLEDGMENT

I have carefully examined this RFP for ENGINEERING DESIGN, PERMITTING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR GARDEN CITY GYMNASIUM COMPLEX, which includes scope, requirements for submission, general information, and the evaluation and award process.

I acknowledge receipt of the following addenda:

Addendum #	Date:
Addendum #	Date:
Addendum #	Date:
Addendum #	Date: