



Request for Proposals

To Provide

Design-Build Services

For

Smyrna Splash pad / Sprayground

City of Smyrna

Project No. 22-028



**Smyrna Splash Pad / Sprayground
City of Smyrna
Request for Proposals (RFP) – Design-Build Services**

FACT SHEET & SCHEDULE OF EVENTS

Title of RFP:	Design-Build Services – Smyrna Splash Pad / Sprayground
Owner:	City of Smyrna
City of Smyrna issues public advertisement:	Friday, February 4, 2022
City of Smyrna conducts mandatory Pre-Proposal site visit:	Tuesday, 02/15/2022 at 9:30 am EST Location: 6043 Oakdale Rd SE, Mableton, GA 30126
Last Day to Submit Questions:	Friday, February 18, 2022 at 5:00 pm EST
Answer provided to submitted questions:	Friday, February 25, 2022 at 5:00 pm EST
Proposal Due Date:	Friday, March 4, 2022 at 5:00 pm EST
Copies of Proposal Required:	4 copies and an electronic PDF on a USB drive
Proposal Submission Location:	2800 King Street Smyrna, GA 30080 Attn: Kelly Brown, Purchasing Manager
City of Smyrna completes qualification evaluation and determines finalist firms:	Friday, March 11, 2022 (Tentative)
Interview Date (Owner's Option):	Thursday, March 17, 2022 (Tentative)
Final Award:	Friday, March 18, 2022 (Tentative)
Site Location:	6043 Oakdale Rd SE, Mableton, GA 30126
Funding Source:	SPLOST
Anticipated Project Delivery Method	Design-Build
Design-Build Budget:	\$1,200,000 (Anticipated)
Desired Project Schedule:	Substantial Completion: November 2022



**Smyrna Splash Pad / Sprayground
City of Smyrna
Request for Proposals (RFP) – Design-Build Services**

1. PURPOSE

The City of Smyrna is soliciting Project Proposals from firms interested in providing Design-Build (DB) services for the construction of a Smyrna Splash Pad / Sprayground ("Project") for the City of Smyrna. This Request for Proposals (RFP) seeks to identify potential providers of the above-mentioned services. All respondents to this RFP are subject to instructions communicated in this document and are cautioned to completely review the entire RFP as well as follow instructions carefully. The Owner reserves the right to reject any or all Project Proposals, and to waive technicalities and informalities at the discretion of the Owner.

2. GENERAL PROJECT INFORMATION

Project Objectives:

It is imperative that the project be managed, designed and constructed with the utmost regard to cost, schedule and quality control by all participants. There is a clear expectation by the City and citizens of Smyrna that construction costs will come in at or below the budgeted amount. The integrity, reputation, skills and performance of the Design-Builder must be the highest caliber to maintain confidence in the Project Team.

The City of Smyrna will be the Owner of this project. The Program Manager and Design-Builder will contract separately with the Owner, and these parties will be the nucleus of the Project Team. Design and construction will overlap, and each element of work may have differing schedules, so teamwork will be the fundamental ingredient in the relationships between the parties. Staff and operational efficiency are of extreme importance.

The prospective Design-Builder will provide preconstruction services which may include technical and constructability reviews, logistics input, cost evaluation, value engineering, schedule development, and schedule evaluation, in addition to management of the construction. The Design-Builder will be expected to work collaboratively with the Architect they are contracted with to develop separate bid packages for construction. In addition, the Design-Builder will be responsible for methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and schedule. The successful Design-Builder team, including the Architect, will be required to work harmoniously with the Program Manager and the City of Smyrna.

Upon approximately 75% completion of the Construction Documents and after the receipt of all the major subcontractor bid packages, the Design-Builder, will commit to a Guaranteed Maximum Price (GMP) for all construction, site development, design costs, and professional fees. (The Owner reserves the right to add or subtract the FF&E, or any portion thereof; from the GMP). Construction will commence with the release of distinct work packages while the total design documents are being finalized.

Project Description:

Generally, project scope consists of the following:

- Design and construction of overall splash pad / sprayground and surrounding area.
- Work with the city to define layout of splash pad / sprayground area. At a minimum two splash pads shall be included at 45' and 65' radius.
- Design and construct support facility to include, but not limited to, concession area, restrooms / changing rooms, ticketing, and splash pad / sprayground equipment storage.
- Design and construct two covered pavilions.
- Design and construct all landscape / hardscape in and around the splashpad / sprayground.
- Design and construct a gravel parking lot to be used for overflow parking.

Project Delivery Method:

Design-Build (Contractor-Led)

Construction Budget:

The total Design-Build budget for the Project is estimated to be \$1,200,000. The final budget may differ due to actual program requirements, funding, and other circumstances.

Project Schedule:

Design to start immediately upon selection. The construction schedule is estimated to begin Q2 2022 with substantial completion for the splash pad / sprayground project by November 2022 (The City will look to the Design-Builder to help establish this timeline).

Construction Agreement

The Form of Contract shall be the Standard Form of Agreement Between Owner and Design-Builder (AIA Document A141) as modified by the City of Smyrna. The Contract will be Actual Cost Plus a Fixed Fee not to exceed a Guaranteed Maximum Price (GMP). The Project will be open book. All savings, including unused contingency, will be returned to the Owner.

3. PRE-PROPOSAL SITE VISIT

A pre-proposal site visit may be conducted by the City of Smyrna at the project site (See fact sheet above for address). Attendance is mandatory for proposers. The date for the site visit is listed above. All proposers should request a copy of the RFP ahead of the site visit to familiarize themselves with the project requirements. **The City of Smyrna reserves the right to disqualify a proposer from the selection process due to a failure by a proposer to arrive for the site visit by the scheduled time. Failure to attend a mandatory site visit will automatically result in disqualification from the selection process.**

3. SCOPE OF SERVICES

I. Design and Pre-construction Phase

A. Design Services:

- i. Full Programming & Cost Model
- ii. Existing Site Conditions Analyses
- iii. Measured Drawings of Existing Site Conditions as Needed
- iv. Conceptual Design
- v. Schematic Design, Design Development Documents, Guaranteed Maximum Price (GMP) Amendment Documents, Construction Documents
- vi. Splash pad / sprayground design
- vii. Interior Design
- viii. Furniture, Fixture and Equipment Layout
- ix. Material Finish Boards

- x. Signage and wayfinding, including graphics and monumental signage
 - xi. Civil Engineering, Landscaping & Hardscapes Design
 - xii. Mechanical, Electrical, Plumbing, Fire Protection and Communication Systems Design
 - xiii. Structural Design
 - xiv. Code Review and Compliance; permitting submissions and management, including stormwater permitting
 - xv. Other services to include:
 - 1. Parking/Traffic Design
 - 2. Furniture, Fixtures and Equipment Selection
 - 3. Audio/Visual/IT/Security Design
- B. Provide input to the Master Project Schedule developed and managed by the Program Manager.
- C. Develop requirements for safety, quality assurance, and schedule adherence.
- D. Perform a constructability and maintainability reviews of the documents.
- E. Provide detailed construction cost estimates to achieve Owner's budget—this includes full estimates at the conclusion of each design milestone as well as construction cost input on design progression and decisions between milestones.
- F. Provide Value Engineering options where needed or feasible.
- G. Provide analysis of different construction methods in each major trade group for potential quality, cost and schedule enhancements.
- H. Provide anticipated cash flow needs for construction costs.

II. Bidding and Award Phase

- A. Arrange bid packages.
- B. Develop requirements to assure time, cost and quality control during construction.
- C. Identify bidders and generate bidder documents including scope checklists.
- D. Schedule and conduct pre-bid conferences in conjunction with the Owner and Program Manager
- E. Advertise and distribute bidding documents.
- F. Monitor bidder activity.
- G. Review and analyze bids.
- H. Develop a provisional construction Critical Path Method schedule indicating methods and sequencing of construction.

III. Construction Phase

- A. Maintain on-site staff for construction management.
- B. Establish and maintain coordinating procedures.
- C. Maintain CPM schedule including delivery, approvals, inspection, testing, construction and occupancy.
- D. Conduct Owner-Design-Builder meetings.
- E. Prepare and submit change order documentation for review by the Program Manager and approval by the City.
- F. Maintain a system for review and approval of shop drawings and other required submittals.
- G. Maintain records and submit bi-weekly reports and formal monthly reports to the Program Manager and the City.
- H. Maintain quality control and ensure conformity to plans.
- I. Construction contract administration, Quality Assurance/Quality Control, and inspections by the design team.
- J. Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
- K. Develop as-built drawings.
- L. Work with the Commissioning Agent, if applicable.
- M. Coordinate closeout activities, including the assembly of guarantees, manuals, closeout documents, training, and the Owner's final acceptance.

- N. Work with Program Manager to develop a maintenance schedule / protocol prior to turnover.

IV. Warranty Phase

- A. Coordinate and monitor the resolution of remaining Punchlist items.
- B. Coordinate, monitor and resolve all warranty complaints to the satisfaction of the Owner during the one-year general warranty period.
- C. Coordinate and assist with determining maintenance protocols and procedures.

4. SELECTION PROCESS

A Selection Committee consisting of the Owner or other designated representatives will determine the firm believed to be most qualified to provide Design-Build services for the project.

Responses to the RFP will first be evaluated against a set of weighted criteria to determine those firms most qualified and suited for this project. The Owner has the ability to select the Design-Builder strictly based on the response to the RFP. If this does not occur, then a short-list of firms will be invited to interview. The City will then negotiate a contract with the highest-ranked firm. If negotiations are not successful, the Owner will then negotiate with the second-ranked proposer, and so on.

Criteria for the Evaluation of Project Proposals:

15% Factor	<u>Stability</u> of the firm(s), including corporate history, growth, resources, form of ownership, litigation history, financial information, subcontractor relationships and other evidence of stability.
25% Factor	Firm's apparent <u>suitability</u> to provide services for project, including firm's apparent fit to the project type and/or needs of the Owner, and any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and services offered by the firm.
25% Factor	Previous <u>Performance and References</u> of the firm(s) including level of quality of the services to previous customers, customer's statements of that quality, ability to meet established time requirements, response to project needs during design and construction, control of design schedule, quality and budget. The Owner will use references from stakeholders of the Owner's choosing from previous projects of the finalists, among other information as necessary.
20% Factor	<u>Qualifications and Experience</u> of the Proposed Project Team. Experience of the Principal, Project Architect, Project Executive, Project Manager, and Superintendent on completed splash pad projects of similar size, type, and complexity; assigned team's experience with effective budget and schedule control; availability of the proposed team for this project.
15% Factor	<u>Quality of Proposed Management Plan</u> , to provide Design-Build services for the project.

5. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION

It is the responsibility of each respondent to examine the entire RFP, seek clarification in writing, and review its submittal for accuracy before submitting the document. Once the submittal deadline has passed, all submissions will be final. The Owner will not request clarification from individual proposer regarding their submission, but reserves

the right to ask for additional information from all parties who have submitted Project Proposals. Questions about any aspect of the RFP, or the project, shall be submitted via email to:

Barkley Richey
CPS
email: brichey@cps-atlanta.com

The deadline for submission of questions relating to the RFP is the time and date shown in the Fact Sheet. All relevant questions and requests for clarification received in writing, prior to the deadline will be compiled, and answers will be posted on **the City's procurement website as an addendum to the original solicitation for services at WEBSITE.**

6. PROJECT PROPOSAL FORMAT/DELIVERABLES

To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below. Failure to submit any form with the Project Proposal will result in the firm being eliminated from consideration for this project.

A. Description and Resources of Firm

- A1 Provide basic company information: Company name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Identify office from which project will be managed and this office's proximity to the project site. If applicable, indicate the year the local office was established and the number of persons staffing that office and their disciplines. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the offeror a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure?
- A2 Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices.
- A3 Has the firm been involved in any litigation in the past five (5) years? Describe your experience with litigation with Owners and/or Architects. List any active or pending litigation and explain. List any claims against your firm or against Owners where your firm is named.
- A4 List the firm's annual revenue, for the parent office and the local office separately, if applicable, for the past 5 years and current projected revenue for this year. Supply main financial and banking references.
- A5 Has the firm, or a member thereof, ever been removed from a contract or failed to complete a contract as assigned? If yes, provide explanation.
- A6 The firm, in order to be deemed eligible for evaluation, must provide supporting documentation asserting that the firm meets the minimum qualifications required for this project:
 - a. Certify that your firm has sufficient bonding capacity for anticipated total cost of work and our surety and insurance companies are in the current Department of Treasury's Listing of Approved Sureties (Department Circular 570). All insurance and bonds will be obtained through a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. The company is an insurer (or qualified self-insurers or group self-insureds, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength rating of "A+" or better with an A.M. Best Financial Size Category of Class V or larger. Provide a letter or other supporting documentation from your firm's surety indicating the firm has bonding capacity of \$1,200,000.
 - b. Certify your firm has Commercial General Liability Insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for premises and operations coverage, \$1,000,000 per occurrence and \$2,000,000 general aggregate for products and completed operations coverage, and \$1,000,000 for personal and advertising injury coverage.

Firm must also have current commercial umbrella liability coverage in the amount of at least \$5,000,000 per occurrence and general aggregate (the Owner reserves the right to require additional limits and/or coverage for actual contract). Provide a copy of your current insurance certificate.

- c. Certify your firm has all necessary, valid and current licenses (including a valid and current Georgia General Contractor's License) to do business in the State of Georgia. General Contractor must provide a valid and current Georgia General Contractor License at the time of submission of qualifications. Provide a valid copy of your Georgia General Contractor license, and a Georgia Certificate of Existence or Certificate of Authority demonstrating your firm has registered with the Georgia Secretary of State and is authorized to do business in Georgia.
 - d. Certify your firm has sufficient cash flow to undertake the project as evidenced by a current ratio (assets/liabilities) of 1.0 or higher. Provide no more than a single page statement evidencing your current ratio.
 - e. Certify your firm demonstrates a commitment to safety regarding Worker's Compensation by having a current Experience Modification Rating (EMR) of 1.2 or less. Provide evidence from your firm's carrier on their letterhead of your firm's EMR.
- A7 Provide the firm's federal employer identification number and a completed IRS Form W9.
- A8 Complete and submit a "CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)" (Exhibit "B") with response as Section "A9" of the firm's Project Proposal. Failure to submit this form with the Project Proposal will result in the firm being eliminated from consideration for this project.

B. Experience and Qualifications

- B1 Describe your firm's proposed organization for the Design-Build team including design principal-in-charge, lead architect, architectural project manager, construction project executive/project director, project manager, preconstruction lead/cost estimator, superintendent, etc., who will manage the project. Please designate the specific individuals to fill the key roles on your team. (Firms should list all positions/persons that the Design-Builder expects to serve on the team or who's time will be charged to the project).
- B2 Provide for each of the above personnel current resumes listing relevant project experience and percentage of the person's time to be committed to this project.
- B3 Identify the individual who, from project start to finish, will be the leader of your Design-Build team and the principal point of contact between your firm and the Owner, the Architect, and other consultants. Provide detailed information on the qualifications of this individual and the direction, authority, and management tools that will be provided to the individual by the firm. This individual's competence, his/her leadership, and his/her ability to achieve customer satisfaction will be heavily considered in the selection of a Design-Builder.
- B4 Provide examples of three to five recent relevant projects your firm has performed, especially related to projects similar in scope and size. Experience on Design-Build projects should be included. Provide the following information:
- a. Project name, location and dates during which services were performed
 - b. Project delivery method
 - c. Brief description of the project, including description of splash pads in scope and square footage(s) and surrounding site area, . Include photographs.
 - d. List the individuals who served as the Project Executive/Director, Project Manager, Superintendent, Cost Estimator, and Design-Builder on the project. Please note whether these individuals are still employed with your firm.
 - e. Indicate those projects where an architect, engineering consultant, and contractor served a corporate or public client as a team.
 - f. Owner's stated satisfaction in design and service of your firm and/or reference
 - b. Owner's current contact information
 - c. Contractor's current contact information
 - d. Include the total quantity of change orders and net total cost increase of change orders to the project.

e. Summarize the actual schedule performance relative to the initial project schedule.

C. Statement of Suitability

- C1 Provide any information that may serve to differentiate the firm from other firms in suitability for the project. Suitability may include, but is not limited to, the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and any techniques or methodologies offered by the firm that may be particularly suitable for this project type.
- C2 Provide non-discrimination policies and describe the firm's record and methodologies of addressing public safety, social, environmental, historical preservation, accessibility for persons with disabilities and special needs, or other related concerns.
- C3 Provide information on any special services offered by the firm that may be relevant and available for this project.

D. Management Plan

- D1 With regard to your firm's overall role in the project, please provide a statement of your definition of the role, your anticipated level of management responsibility and accountability for project concerns. Describe your process for efficiently resolving issues and maintaining the project commitments while working collaboratively with the City of Smyrna, Program Manager, and others as applicable. Provide detailed procedures for routine solving of complex project issues without compromising your team commitments. Provide your proposed methods and plans for communication.
- D2 Provide your detailed cost management plan for controlling costs on this project within the GMP during construction. Describe your systems and procedures for controlling costs during construction.
- D3 Provide your detailed change management plan for managing cost and schedule exposures within the stated limitations.
- D4 Provide your procurement and workforce plan including details on your plan to assure local contractor opportunity. Describe how your firm intends to arrange the construction into bid packages in order to reach the City of Smyrna's schedule and budget objectives.
- D5 Provide your detailed schedule management plan for this project during construction. Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to shorten the schedule.
- D6 Provide your detailed subcontractor management plan including, contract document compliance procedures, project accounting procedures, and issue resolution.
- D7 Provide your closeout management plan for this project. Describe your systems and procedures for your closeout plan.
- D8 Provide your quality assurance plan for this project. Describe your firm's approach for validating compliance with the construction documents. Explain your process for ensuring quality workmanship.
- D9 Provide your safety and site logistics plan for this project. Describe your plan for working around existing operations and for site access.
- D10 Provide your detailed plan for applying any services not specifically mentioned herein. Explain the relevance of these services to this project and how they benefit the project.

7. INSTRUCTIONS FOR PREPARING PROJECT PROPOSALS

Responses are limited to using a minimum of an 11-point font. Total page count of the submittal must not exceed 24 double-sided pages. All pages count, regardless of content. Submittals that include qualifications of more than one firm shall not exceed the page limit. Emphasis should be on completeness, relevance, and clarity of content; promotional materials are not desired or encouraged.

Four (4) copies and one (1) electronic copy in PDF on a USB drive of the project proposals shall be submitted. The electronic PDF copy of the submittals on the USB drive should be submitted as one file. Proposals must be received in a sealed envelope and delivered prior to the stated deadline above.

For the electronic submittal (.pdf) the submitted responses (file names) must be labeled "Statement of Qualifications for the Smyrna Splash Pad / Sprayground – RFP 22-028 – firm name".

The entire submittal .pdf shall be submitted as ONE (1) file. Do not submit individual documents or sections separately.

The thumb drive and the printed bound copies must be received in a sealed envelope plainly marked "Statement of Qualifications for the Smyrna Splash Pad / Sprayground – RFP 22-028 – firm name" with the provided sealed bid label attached to the outside of the envelope (see Exhibit D).

All documents are to be submitted to:

Kelly Brown
Purchasing Manager
City of Smyrna
2800 King Street
Smyrna, GA 30080

No submissions will be received or accepted after the above specified date and time. Submissions made after the designated date and time will be deemed invalid and returned unopened to the proposer. The Owner reserves the right to reject any incomplete submission, contact client references, and/or require further information.

8. SUBMITTAL OF FEE PROPOSALS

Fee Proposal

A fee proposal shall be submitted with your Project Proposal, in a separately sealed envelope. Firms must use "Design-Build Services Fee Proposal" form (included as an Exhibit to this RFP). Detailed itemization of the fee proposal must be attached to the Fee Proposal Form. Along with the Fee Proposal Form, the Design-Builder should provide staffing wage rates and burden information. This proposal constitutes a starting point for negotiation toward an eventual agreement on fees.

Negotiation upon Final Selection

Upon completion of the evaluation (and potentially an interview process) by the Selection Committee, the firms will be ranked in descending order of recommendation. Negotiations will then be initiated with the top-ranked firm to finalize the terms and conditions of the contract. In the event a satisfactory fee agreement cannot be reached with the highest ranking firm, the Owner will formally terminate the negotiations in writing and enter into negotiations in turn with the second highest ranking firm and so on until a mutual agreement is established and the Owner awards a Design-Build contract. The City anticipates using an Owner-modified AIA Agreement.

9. ADDITIONAL TERMS AND CONDITIONS

Restriction of Communication:

From the issue date of this RFP solicitation until a successful proposer is selected and the selection is announced, proposers are not allowed to communicate about this solicitation or this Project for any reason with any members of the Selection Committee, except for submission of questions as instructed in the RFP, or during the pre-proposal site visit, or as provided by any existing work agreement(s). For violation of this provision, the Owner reserves the right to reject the proposal of the offending proposer.

Submittal Costs and Confidentiality:

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The Owner is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Owner. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

Award Conditions:

This request is not an offer to contract or a solicitation of bids. This request and any statement of qualifications or proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the Owner and does not obligate the Owner to procure or contract for any services. Neither the Owner nor any party submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the Owner and a party containing such terms and conditions as are negotiated between those parties. The Owner reserves the right to waive non-compliance with any requirements of this Request for Proposal and to reject any or all proposals submitted in responses. Upon receipt and review of responses, the Owner will determine the party(s) and proposal that in the sole judgment of the Owner is in the best interest of the Owner (if any is so determined), with respect to the evaluation criteria stated herein. The Owner then intends to conduct negotiations with such party(s) to determine if a mutually acceptable contract may be reached.

Statement of Agreement:

With submission of a proposal, the Proposer agrees that it has carefully examined the Request for Proposals (RFP), and the Proposer agrees that it is the Proposer's responsibility to request clarification on any issues in any section of the RFP with which the Proposer disagrees or needs clarified. The Proposer also understands that failure to mention these items in the proposal will be interpreted to mean that the Proposer is in full agreement with the terms, conditions, specifications and requirements in the therein.

Equal Employment Opportunity:

During the performance of this Contract, the Design-Builder agrees as follows: The Design-Builder will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical handicap.

EXHIBIT A
CERTIFICATION FORM

I, _____, being duly sworn, state that I am _____ (title) of _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the request for proposals is full, complete and truthful.

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer or any principal employee of the proposer has not in the immediately preceding five years been defaulted in any federal, state or local government agency contract, and further, that the proposer is not now under any notice of intent to default on any such contract or have been terminated for cause on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the City of Smyrna may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the City of Smyrna may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and understand the successful Proposer will be required to certify compliance with the Immigration Reform Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et seq., by meeting or having complied with the provisions in the Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01: Contractor will also be required to warrant that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the City of Smyrna to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Signature

Sworn and subscribed before me

This ____ day of _____, 20 ____.

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____

EXHIBIT B
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91(b)(1), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Smyrna** (public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Smyrna Splash Pad / Sprayground
Name of Project

City of Smyrna
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT C

DISCLOSURE STATEMENT

All proposers should be aware that the project you are submitting a proposal on is a public project, and the City of Smyrna is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, the City of Smyrna shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting contract. As part of any submittal you intend to make for this project, **you must include this Disclosure Statement with your submittal** that answers or addresses the following specific statements:

1. Describe any business transactions occurring within the prior two years between your firm and City of Smyrna, the Using Agency, or the ultimate end-user of the proposed project.

2. Describe any gift, hospitality, or benefit of any sort that your firm has provided to City of Smyrna, the Using Agency, or the end-user of the proposed project within the prior one-year period.

3. A *conflict of interest* or *potential conflict of interest* is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with City of Smyrna, the Using Agency, or the end-user of this project.

This Disclosure Statement should be dated and signed by an authorized signator for the Proposer and submitted with the Proposer's Submittal.

Please respond to all three (3) statements above

Name of Firm

Authorized Signature

Date

Excel File of Fee Proposal Form provided as separate file

EXHIBIT D

SEALED SUBMITTAL

Deliver to: City of Smyrna Purchasing
2800 King Street
Smyrna, GA 30080
Attn: Kelly Brown

Vendor: _____

RFP 22-028 Smyrna Splash Pad / Sprayground Project

Submittal Date: Friday, March 4, 2022 – 5:00 pm EST

EXHIBIT E

Proposed layout / bridging plan for the splash pad / sprayground

EXHIBIT E



NOT TO SCALE

EXHIBIT F

Design-build – Design, General Conditions and Fee proposal form

Exhibit F

DESIGN-BUILD - DESIGN, GENERAL CONDITIONS AND FEE PROPOSAL

DESIGN SERVICES	
DESIGN SERVICES SUM	\$ -
PRE-CONSTRUCTION SUM	
LABOR	\$ -
OVERHEAD COSTS AND EXPENSES	\$ -
FEE (IF Any)	\$ -
PRE-CONSTRUCTION SUM	\$ -
CONSTRUCTION PHASE GENERAL CONDITIONS COSTS	
LABOR	\$ -
OVERHEAD COSTS AND EXPENSES	\$ -
TOTAL	\$ -
DESIGN-BUILD FEE	
DESIGN-BUILD / CM FEE PERCENTAGE	0.00%
DESIGN-BUILD / CM FEE AMOUNT	\$ -
<small>The Design-Build Phase Fee Amount is calculated by multiplying the Construction Phase Fee Percentage by the result obtained when the Preconstruction Sum is subtracted from the Construction Cost Limitation and the result is divided by the sum of 1 plus the Construction Phase Fee Percentage. DBFee = DBFee% x [(CCL - PreCon Sum)/(1 + DBFee%)]</small>	
TOTALS	
CONSTRUCTION COST LIMITATION	\$ 1,200,000.00
TOTAL DESIGN, PRE-CONSTRUCTION PHASE SUM, CONSTRUCTION PHASE GENERAL CONDITIONS COSTS, AND DESIGN-BUILD / CM FEE	\$ -
PERCENTAGE OF PROJECT	0.00%

Proposers must attach a detailed itemization of the proposed General Conditions Costs in the format attached hereto.

Project Name: Smyrna Splash Pad / Sprayground

Proposer (Company):

Name:

Date:

DESIGN SERVICES						
DESIGN SERVICES TOTAL					\$	-
PRE-CONSTRUCTION PHASE LABOR COSTS						
	Job Title	Hourly Rate	Est. Hours	Total	Notes	
1	Senior Precon Manager			\$	-	
2	Preconstruction Manager			\$	-	
3	Estimator			\$	-	
4				\$	-	
5				\$	-	
6				\$	-	
7				\$	-	
8				\$	-	
PRE-CONSTRUCTION PHASE LABOR COSTS TOTAL					\$	-
PRE-CONSTRUCTION PHASE OVERHEAD COSTS AND EXPENSES						
	Description	Number of Units	Unit (Lump Sum, Day, Month, etc.)	Cost per Unit	Total	Notes
1	Office Supplies				\$	-
2	Postage & Shopping				\$	-
3	Blue Prints/Copies				\$	-
4	Phone Charges				\$	-
5	Courier Service				\$	-
6	Travel Expenses				\$	-
7					\$	-
8					\$	-
9					\$	-
10					\$	-
11					\$	-
PRE-CONSTRUCTION PHASE OVERHEAD COSTS AND EXPENSES TOTAL					\$	-
PRE-CONSTRUCTION PHASE GENERAL CONDITIONS TOTAL					\$	-
FEE, IF ANY (IN DOLLARS)						
TOTAL PRE-CONSTRUCTION PHASE SUM					\$	-

CONSTRUCTION PHASE LABOR COSTS*						
	Job Title*	Hourly rate	Est. Hours	% dedicated to project	Total	Notes
1	Superintendent**				\$ -	
2	Assistant Superintendent				\$ -	
3	Sr. Project Manager				\$ -	
4	Project Manager**				\$ -	
5	Accounting				\$ -	
6	Safety Engineer				\$ -	
7	Scheduler				\$ -	
8					\$ -	
9					\$ -	
10					\$ -	
CONSTRUCTION PHASE LABOR COSTS TOTAL					\$ -	

* All employees performing Basic Services shall be listed in Labor Costs.

**A Project Manager or Superintendent must be present to supervise completion of all Punchlist Items. Proposer should include Labor Costs for this supervision which is required after Substantial Completion.

CONSTRUCTION PHASE OVERHEAD COSTS AND EXPENSES						
	Description	Number of Units	Unit (Lump Sum, Day, Month, etc.)	Cost per Unit	Total	Notes
1	Field Office Trailer				\$ -	
2	Field Office Set-Up				\$ -	
3	Postage & Shipping				\$ -	
4	Reproduction of Plans & Specs				\$ -	
5	Progress Photos				\$ -	
6	Owner Project Identification Signs				\$ -	
7	Mobile Phones				\$ -	
8	Project Vehicles				\$ -	
9	Fuel for Project Vehicles				\$ -	
10	Travel/Lodging				\$ -	
11	Computers				\$ -	
12	Payment & Performance Bond				\$ -	
13	Builder's Risk Insurance				\$ -	
14	Liability Insurance				\$ -	
15					\$ -	
16					\$ -	

CONSTRUCTION PHASE OVERHEAD COSTS AND EXPENSES (continued)						
	Description	Number of Units	Unit (Lump Sum, Day, Month, etc.)	Cost per Unit	Total	Notes
17					\$ -	
18					\$ -	
19					\$ -	
20					\$ -	
21					\$ -	
22					\$ -	
23					\$ -	
24					\$ -	
25					\$ -	
26					\$ -	
27					\$ -	
28					\$ -	
29					\$ -	
30					\$ -	
31					\$ -	
32					\$ -	
33					\$ -	
34					\$ -	
35					\$ -	
36					\$ -	
37					\$ -	
38					\$ -	
39					\$ -	
40					\$ -	
41					\$ -	
CONSTRUCTION PHASE OVERHEAD COSTS AND EXPENSES TOTAL					\$ -	
CONSTRUCTION PHASE GENERAL CONDITIONS TOTAL					\$ -	