

## City of Decatur, Alabama

### REQUEST FOR QUALIFICATIONS #22-026

Date Issued: May 11, 2022

The City of Decatur ("City") will accept sealed Requests for Qualifications (RFQ) for the following services:

Description: **Design/Management Services**

**Sealed and marked RFQ submissions must be received before: June 2, 2022 at 2:00pm 3<sup>rd</sup> Floor City Hall Purchasing Department**

Return sealed and marked RFQ submissions to:

Regular Mail

City of Decatur  
Purchasing Department  
P.O. Box 488  
Decatur, AL 35602

Courier

City of Decatur  
Purchasing Department  
3rd Floor  
402 Lee St., NE  
Decatur, AL 35601

**All questions or need for clarification shall be sent in writing via email to Charles Booth, City of Decatur, Purchasing Agent, [cbooth@decatur-al.gov](mailto:cbooth@decatur-al.gov).**

#### Standard Terms & Conditions

- RFQ response envelopes shall be properly identified on the front with the RFQ number, opening date and time.
- The Purchasing Department assumes no responsibility for late RFQ responses that occur due to the U.S. Postal Service or private courier service.
- RFQ responses and signature page must be submitted on this form in ink or typewritten or the RFQ will be rejected.
- RFQ responses must be received in the office of the Purchasing Department not later than the date and time specified.
- The Purchasing Department will not accept facsimile (fax) nor email transmissions of RFQs.
- Changes or modifications of this RFQ are allowed only by written authority of the Purchasing Agent.
- The City of Decatur reserves the right to modify all or any portion of this RFQ when the best interest of the City is involved.

- All respondents shall maintain such insurance as will protect the respondent and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to RFQ. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted RFQs when requested.
- Any individual, company, or corporation doing business with the City of Decatur must possess and show proof of all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award.
- The City of Decatur reserves the right to terminate any contract resulting from this RFQ for just and reasonable cause whereby it appears to be in the best interest of the City.
- The successful respondent(s) agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to respondents performance under this contract.
- The successful respondent shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances.
- An electronic version of this RFQ is available on the City's website at <https://www.cityofdecalur.com/> or by emailing [purchasing@decalur-al.gov](mailto:purchasing@decalur-al.gov). In order to decrease the evaluation time and insure award by the award date please submit your response in an electronic version if possible, and return it with a hard copy with your RFQ response package.
- The hard copy of the invitation to RFQ on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the RFQ could be considered grounds for rejection of the RFQ response.
- The City shall not be liable for any costs incurred by any firm responding to this request.
- Any information in a submission considered a trade secret or proprietary information will be protected under the Public Records Laws of the State of Alabama.

**LETTER OF QUALIFICATION**

The undersigned have reviewed our enclosed submittals in response to the Request for Qualifications (RFQ) issued by the City of Decatur, Alabama (City).

We affirm that the contents of our RFQ submittal is accurate, factual, and complete to the best of our knowledge and belief and that RFQ is submitted in good faith upon express understanding that any false statement may result in the disqualification from consideration.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate offices of each company shall sign.)

\_\_\_\_\_  
(Signature of Chief Executive Officer)

\_\_\_\_\_  
(Signature of Chief Financial Officer)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Type Name of Firm)\*

\_\_\_\_\_  
(Type Name of Firm)\*

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated:

\*If a joint venture, partnership, or other formal organization is submitting, each participant shall execute this Letter of Qualification.

## **I. Introduction**

The City of Decatur (“City”) is seeking competitive proposals from qualified design professionals for a creative design to revamp and expand the children’s area at our 50 year old outdoor water park. This design should support our brand for a family friendly park while meeting guests needs for a great experience while at the same time generate maximum revenue. The scope of work for this project includes demolition of the existing children’s area as well as other key specifications listed below.

Decatur, Alabama.

The contract will begin immediately after selection. Preference will be given to qualified firms that can start promptly, devote sufficient time, and expedite successful and timely completion of the Project.

## **II. Scope of Work**

New Children’s Area Needs for Point Mallard Aquatic Center

- Splash Pad Area with little to no standing water and/or zero depth space with a life floor or slip resistant, impact absorption floor that provides an inclusive space for kids of all ages and abilities.
- Separate Larger pool area with a large water feature for aquatic play and spray. This feature should include a dumping bucket, small slides, spray features and in-pool lounge area with a slip resistant, impact absorption floor.
- New pump house to run both the splash pad and children’s pool.
- Family restroom.
- Pavilion for birthday parties.
- Cabana area.
- Wall or other structure to separate beach from children’s area.
- Concrete area for tables for food court.
- Shaded areas with umbrellas, sunshades or awnings. No live landscaping.

Basic Design Services (Pre-design through Contract administration) should include the following:

- Architecture
- Landscape Architecture
- Site Planning
- Civil Engineering
- Structural Engineering

- Electrical Engineering
- Mechanical (Plumbing) Engineering
- Construction Cost Estimating
- Construction Management

Firms will only be considered who have similar design experience on projects with a similar scope.

All surveys and testing will be provided by the Owner.

Design work should begin immediately after a contract has been awarded and will continue through the construction phase of the projects. The award of the construction contract will be dependent on funding, but it is anticipated that the project will be bid and construction will start immediately following the completion of the construction document phase. Consultant will provide assistance during the bidding process and provide Construction Contract Administration.

The design team will be required to meet and coordinate with various City Departments including, but not limited to, Administration, Parks and Recreation, Engineering, and Urban Development as well as the Architectural Engineering staff.

Architectural fees will be negotiated on a fixed fee basis. The form of the design and construction contracts will be AIA B101/A101 documents with standard City of Decatur modifications.

### **III. Required Professional Qualifications**

Firms interested in performing the work will be considered on the basis of a written response to the Request for Qualifications. All applicants must submit their qualifications and responses to the following:

1. A cover letter (including dates of availability), project interest, and a general statement of team's unique qualifications.
2. Lead Design firm overview. Include an overview of the lead design firm including services provided. Include proof of the firm's State of Alabama registration. The lead design firm must have a registered Architect or Engineer in the State of Alabama.
3. Team qualifications. Statement of the names and duties of the individuals that will be involved in this project. Include an organizational chart with the names and roles of key personnel to cover the basic design services listed above. If using outside consultants for any of the basic service
4. Resumes of key personnel along with a brief description of their experience, responsibility, and similar projects relative to their role.
5. Examples of previous design experience with recreational or similar facilities. Include five (5) prior projects with similar scopes, including the three project references with address and phone numbers. Include a statement of the example project's relevance to the proposed project. Explain any special features or challenges.

6. Statement of availability by Lead Design Firm, in both number and quality of staff, to perform all functions required for the proposed basic design services. List number of licensed or certified professionals able to perform the basic services listed above and how many are registered in the State of Alabama.
7. List of proposed consultants and/or qualified personnel in other disciplines required for proposed services. List number of licensed or certified professionals able to perform the basic services listed above and how many are registered in the State of Alabama.

#### IV. Other Conditions

The firm or individual practitioner must:

1. Offices shall be open and staffed for business during normal business hours Monday through Friday. Telephone, fax, and email communication shall be available at all times.
2. The licensed professional must be accessible by telephone and available for consultation between the hours of 8:00 AM and 5:00 PM, Monday through Friday.
3. Furnish proof of Insurance as follows:
  - a. General Liability Insurance each in the minimum amount of:
    - i. Bodily Injury - \$1,000,000 each person / \$1,000,000 each occurrence, and
    - ii. Property Damage - \$1,000,000 per occurrence, or
    - iii. Combined single limit - \$1,000,000
  - b. Automobile Liability Insurance each in the minimum amount of:
    - i. Bodily Injury - \$1,000,000 each person / \$1,000,000 each occurrence, and
    - ii. Property Damage - \$1,000,000 each occurrence, or
    - iii. Combined single limit - \$1,000,000
  - c. Excess/Umbrella and Employer's Liability Insurance in the minimum amount of:
    - i. Combined single limit - \$2,000,000 each occurrence for bodily injury and/or property damage
  - d. Workmen's Compensation Insurance: Statutory-Amount and coverage required by the State of Alabama
  - e. Professional Liability Insurance in the minimum amount of: \$1,000,000.
  - f. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Decatur.
  - g. Additional Insured - All policies of insurance, except those referenced under item 4.d, shall be endorsed to name City of Decatur as an Additional Insured
  - h. Primary Insurance - All policies of insurance, except those referenced under item 4.d, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Decatur.
  - i. Certificates of Insurance - Prior to commencement of the Work, Consultant shall deliver to the City of Decatur certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above and shall deliver same and renewals thereof to the City of Decatur. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change

without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Decatur.

4. Affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien in the State of Alabama. Evidence of the firm's or individual's enrollment in the federal E-Verify program shall be submitted as a condition of contract approval.

#### **IV. Submittal of Proposals**

Please submit one hard copy proposal and one searchable Adobe PDF proposal on a thumb drive (not CD):

#### **V. Selection Criteria and Schedule**

The City will evaluate each proposal, based on the following criteria:

- The Consultant's qualifications and successful experience commensurate with the Scope of Work outlined in Section II;
- The Consultant's ability to meet the requirements outlined in Section III.
- The Consultant's ability to meet the requirements outlined in Section IV.

Interviews (if required) will be scheduled with the coordination of the City. The Mayor or his designees shall make the final selection of the Consultant.

#### **VI. Disclosures**

The City shall have no financial interest in the business of and shall not be liable for any debts or obligations incurred by the Consultant nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Consultant, or in the sums earned or derived by Consultant, nor shall the Consultant at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Consultant are performed; but on the contrary, Consultant shall be wholly responsible therefore.

Consultant shall acknowledge that its identity and peculiar capacity to provide the services described hereinabove shall constitute a material consideration for the City's execution of a contract with Consultant. Therefore, Consultant shall not transfer or assign an awarded contract or any of the rights or privileges granted therein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.

If selected, Consultant shall agree to comply strictly with all ordinances of the City of Decatur, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations

Consultant agrees that, if selected, it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability.

#### **IV. Reservation of Rights**

The City reserves the right to:

- Amend, modify, or withdraw this RFQ
- Revise any requirements under this RFQ
- Accept any proposal deemed to be in the best interests of the City, and to reject any and all proposals.
- Require supplemental or clarifying information from any responding party, without having been deemed to have changed the terms of the RFQ.
- Extend the deadline for submissions of responses.
- Negotiate or hold discussions with any Consultant to supplement responses.

#### **Additionally:**

The City may exercise all rights at any time without notice and without liability for expenses incurred in responding to any changes in the RFQ. Responses are prepared at the sole cost and expense of the Consultant.

Nothing stated at any time by any City agent or representative will effect a change or addition to the RFQ, unless confirmed in writing by the City.

All information submitted in response to this RFQ shall become the property of the City, and as such, may be subject to public review as public records.

Consultants acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liability incurred by the Consultant as a result of, or arising out of, responding to this RFQ.

The City shall release all public information concerning this RFQ and selection process, including selection announcements and contract awards. Anyone desiring to release information to the public shall receive prior written approval from an authorized agent of the City.

The City shall take all necessary and affirmative steps to assure that minority firms and women owned business enterprises compete.

Consultants shall not collude in any manner or engage in any practices with any other Consultant which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Consultant's submittal.