



Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

March 18, 2016

Subject: RFP #1083-P, Heritage Park Water Fountain Design

Dear Sir or Madame:

Fayette County, Georgia seeks proposals from qualified architects or designers to develop designs and specifications for a complete makeover of an existing water fountain. You are invited to submit a proposal in accordance with the specifications and information contained herein. All required information shall be included with your proposal.

A pre-proposal conference will be held at 2:00p.m., Tuesday, March 29, 2016 at Fayette County Georgia, Administrative Complex in front of the Water Fountain, located at 140 Stonewall Avenue West in Fayetteville, GA 30214. This will be the opportunity to voice all questions, concerns and comments about the Request for Proposals, and have them addressed.

Please address questions and inquiries concerning this request for proposals or the specifications in writing to Trina C. Barwicks, Contract Administrator of Purchasing, 140 Stonewall Avenue West, Suite 204 in Fayetteville, Georgia 30214 from 8:00AM to 5:00PM. She may be reached at phone (770) 305-5420, fax (770) 719-5515 or email at tbarwicks@fayettecountyga.gov. Any deviations from this procedure for questions or information pertaining to this request for proposal may result in your proposal being rejected.

Be sure to include the proposal number and reference along with your company's name and address on the **sealed** envelope in which the proposal is returned. Proposals are to be submitted to:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214
Proposal: **#1083-P**
Reference: **Heritage Park Water Fountain Design**

Proposals will be received at the above address until 3:00pm, Thursday, April 7, 2016 in the Purchasing Department, Suite 204. Proposals will be opened at approximately 3:00pm, Thursday, April 7, 2016 and the names of the companies that responded will be read. Proposals must be signed to be considered. Late proposals will not be considered. Faxed/Emailed proposals will not be considered.

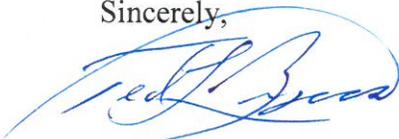
If this request for proposal is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposal to continue to check the Fayette County web site for any addenda that might come out for this request for proposal and are posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the request for proposal to a company or individual, we will keep a record of who we mailed that request for proposal to and all addenda for that request for proposal will also be mailed to those companies or individuals.

Note: The name of the companies that respond to this request for proposals will be posted on the Fayette County website within 3 business days after the proposal opening.

There is no set time for an award to be made, as the proposals have to be evaluated. If an award is not made within 60 days of the proposal opening, an update will be posted on the Fayette County website.

If this proposal is awarded; once everything has been received by the successful company and the award is completed, that information will be posted on the Fayette County website. Please keep this procedure in mind.

Sincerely,



Ted L. Burgess
Director of Purchasing

Attachment

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in the Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Responder's Questions:** The Fayette County Purchasing Department must receive questions about this request for proposals in writing at least 72 hours before the scheduled proposal opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the request for proposal in the form of an addendum on the county's website at http://www.fayettecountyga.gov/purchasing/bids_and_proposals.htm. It is the responsibility of the prospective proposer to check the website for any addenda issued for this request for proposal.
4. **Submission of Offers:** Offeror's must submit their proposal, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposals (RFP) number, which is, #1083-P, and
 - c. The "reference" which identifies the proposal, which is "**Heritage Park Water Fountain Rehabilitation**".

Price proposal shall be placed in an additional sealed opaque sealed envelope, identified as the price proposal, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) unbound original proposal (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, and one (1) copy, to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

5. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.

6. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically made exception to in your offer.
7. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

8. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
9. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
10. **References:** Offerors shall submit with proposals a list of three (3) references of current or recent customers, on the form included in this Request for Proposals.
11. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the county. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
12. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
13. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.
14. **Arrears:** Proposals will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the county.

15. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

16. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
17. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
18. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
19. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
20. **Indemnification:** The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.

21. **Non-Assignment:** Assignment of any contract resulting from this request for proposal will not be authorized.
22. **Insurance:** The contractor shall, without expense to the county, carry the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
- **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.
 - **Professional Liability (Errors and Omissions) Insurance:** \$1,000,000 limit per claim and aggregate.

Before a contract with the successful responder is executed, the successful responder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

23. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
24. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
25. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
26. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

**Fayette County, Georgia
Checklist of Required Documents**

*(Please return this checklist and
the required documents in the order listed below)*

**REQUEST FOR PROPOSALS #1083-P,
HERITAGE PARK WATER FOUNTAIN DESIGN**

Company information – on the form provided _____

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

Completed Proposal _____

Price Proposal (placed in an additional opaque sealed envelope) _____

“Exhibit A” – on form provided _____

Exceptions, if any – on the form provided _____

References – on the form provided _____

COMPANY NAME: _____

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, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia 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

#1083-P HERITAGE PARK WATER FOUNTAIN
DESIGN

Name of Project

FAYETTE COUNTY GEORGIA

Name of Public Employer

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

Executed on _____, _____, 2016 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 _____, 2016.

NOTARY PUBLIC

My Commission Expires:

HERITAGE PARK WATER FOUNTAIN DESIGN & SPECIFICATIONS FAYETTEVILLE, GEORGIA 30214

INTRODUCTION

Fayette County is seeking the services of a qualified company (Architectural, Designer, contractor, etc.) to produce design drawings and specifications for a complete makeover of the existing water fountain located within Heritage Park in Fayette County, Georgia. Company should have the ability to develop a variety of different options for the fountain makeover that show their ability to produce a quality, aesthetic appealing design where the color, material selection and material profile maintains the existing theme and compliments the park area. This park is located in the heart of the City of Fayetteville, directly adjacent to the main Administrative complex of Fayette County and is a significant localized landmark. Expectations are to add a new façade to both levels of the water fountain base, replace the granite caps with granite or some other quality, low maintenance material, replace the granite inlays on the ground with the same or complimentary material to maintain the original compass design theme, and to add LED lighting with ability to produce RGB colors within the water fountain to highlight the side accent and center water fountain spray patterns. Designer should present a proposal that demonstrates their experience with developing water fountain design(s) and their qualifications to produce the needed drawings and construction specifications required to provide a quality, aesthetically pleasing finished product.

BACKGROUND

The Heritage Park water fountain was built by county Buildings and Grounds personnel in 1996(see EXHIBIT F). The entire concrete base sets on a concrete footing about 2-feet below grade. The walls are 8” to 12” thick, poured-in-place reinforced concrete walls, with gravel backfill inside the concrete base. An M-10 backfill material was used on the upper 12” of the inside fill to serve as a compacted base for the reinforced concrete slab poured on the inside for the second level of the fountain. Conduit was placed within the base to provide electrical and water supply access points to select areas within the fountain. Small accent lighting was included within the base to provide some illumination of the surrounding pavers.

The design theme for the water fountain is a compass (refer to EXHIBIT E), that is really evident from an aerial perspective. The water fountain and surrounding grounds within Heritage Park also serves as a Memorial with brick inlays throughout that are imprinted with the names of soldiers that have passed. Memorial Placards are also located around the fountain that provides an historical timeline. Even with this makeover effort, Fayette

County wants to keep the compass theme throughout the water fountain as it has historical significance and meaning to this community.

This water fountain serves as a regular gathering place during Halloween, Thanksgiving, Christmas and other special events held throughout the calendar year. There is a specially manufactured Christmas tree that was designed to sit on top of the water fountain. Multiple power outlets are located throughout the fountain to meet the power requirements of the Christmas tree lights. Benches and decorative lighting features are located around the fountain to provide sitting places and ambient lighting to those visiting the park.

Over the past years the water fountain has noticeably continued to show signs of wear from normal weathering, poor adhesion of the granite to the base, insufficient maintenance of grout and caulk lines and simple pedestrian traffic. Cracking of the granite has occurred within the evident veins, along weak points within the nearly 3 ½” overhang, and throughout the granite inlays placed on the ground with unsuitable foundational support for vehicular traffic. We are looking for these items to be addressed and corrected in the makeover effort.

SCOPE OF WORK

Upon selection and subsequent award of this design services contract, the following items shall be provided:

1. Develop and submit at least three(3) different color and material coordinated presentation drawings (preferably with exact samples, if available) of various options for the new water fountain exterior finish. Drawings should have at least a top view and side view of the fountain with colors, type of materials, texture of materials, etc. shown.
2. Fayette County Project Manager (PM) is to present Samples to the Board of Commissioners for a selection of the sample to which design efforts can begin. Upon sample selection by the BOC, Fayette County PM will provide selected sample with any comments of changes to be made. All changes shall be made as specified and updated drawings shall be submitted to the PM for final OK prior to developing final design drawings.
3. Project design is to include installing a new façade (thin brick, cast stone, granite, etc.) to existing fountain face on both upper and lower levels. *Note: If recommending a full brick face around fountain, please note that the existing*

concrete footing is currently approximately 2-foot below the surrounding ground level.

4. Design should call for replacing all existing granite on the fountain and surrounding ground with granite or some other complimentary material that is low maintenance and provides a quality, aesthetically appealing finish.
5. Design may include recommended finishes to the water fountain caps (outside the granite area) or the brick inlays on the ground surrounding the water fountain.
6. Designer is to submit, the maintenance requirements associated with any material recommended to be used in the water fountain rework.
7. Provide detail design for a foundation (base) to be installed under any granite proposed to go on the ground to prevent future cracking from vehicular traffic such as a 45-foot articulated lift, riding lawnmowers, and a possible Ford F-250 truck with a service body.
8. Provide RGB LED lighting recommendation and specification for underwater lights to go within the water fountain. This lighting is to provide accent lighting to the side spray and the center fountain spray patterns.
9. Final drawings and specifications shall be construction ready documents, complete and thorough enough to be submitted and used in a bid package.

QUALIFICATIONS CRITERIA

Each respondent is expected to demonstrate what qualifies them to provide this Water Fountain redesign. Fayette County is looking for a comprehensive submittal package that includes the following:

1. Understanding & Approach
Demonstrate your understanding of the project and your approach to providing the desired construction-ready design drawings and specifications.
2. Company Profile
 - a. How long Company has been in business?
 - b. How many employees does company have?

- c. What does the Company do? Design only firm, design-build company, etc.
 - d. Does company provide construction management services to oversee construction effort if company does not do construction?
3. Company's previous water fountain design project(s)
 - a. Explain the scope of work that was done, project approach, project budget & final cost, designer or design team that worked on project, and design schedule. If a water fountain was not done but a design project similar in nature and scope was done, please submit information on that project.
 - b. Include a sample plan of a design produced for a project.
 - c. Include a rendering, 3-D drawing, etc. of the finished product. If available, also provide an actual picture of the finished project.
4. Project Team/Staff Person
 - a. Provide resume of project staff or team to work on this project
 - b. Note relevant experience of staff/team
5. Proposed Project Schedule/Timeline
 - a. Provide a schedule or timeline as to how design would proceed once a contract has been awarded and a Notice to Proceed issued.
6. Design cost associated with addressing the entire scope of this work. Design cost shall be submitted in a separate, sealed envelope.

QUALIFICATIONS EVALUATION CRITERIA

Each proposal will be evaluated based on the criteria listed below. A short list will be created from the top scoring firms.

As determined by Fayette County, interviews may be requested of the top finalists prior to a final selection being made. An Evaluation Committee will score proposals (including interviews, if conducted) based on the following criteria, which are listed in priority order.

A. TECHNICAL MERIT

1. Quality of Proposal
 - Proposal provides a clear and complete approach as to how project will be developed from concept to final construction documents.
2. Experience of Company
 - Company should provide information that demonstrates their ability to produce the presentation drawings and/or provide the material samples to submit for the decision making process.

- Include the number of year's Company has been designing water fountains, features or similar improvements.
 - Companies experience is relevant with work being requested.
3. Qualifications of Staff
- Included resumes of staff reflecting their qualifications to produce drawings and coordinate colors, material types, etc. around a centralized theme.
 - Included certificates, etc. of qualified staff.
 - Relevant project overviews from qualified staff.
4. Schedule
- Schedule is complete and realistic, covering the conceptual, approval design and final submittal process.

B. PRICE

After the Evaluation Team has completed technical merit reviews and scoring, the County will open the sealed pricing envelopes. The County reserves the right to reject any or all proposals based on price or other reasons, and to re-solicit for this proposal, or to negotiate any price components or factors that impact price.

PROJECT APPROACH

Fayette County is looking to take the following project approach once a contract has been awarded and a Notice To Proceed is issued:

1. Designer to Develop & Submit to Fayette County Project Manager(PM) three(3) preliminary Water Fountain designs
2. Fayette County PM to get consensus agreement on one design. The selection of one design may include some modifications to that design.
3. Designer to proceed with final design based on selected option and any requested modifications.
4. Designer to finalize construction plans & specifications for bid package
5. Submit Final Package & Construction documents to Fayette County

EXHIBIT A

Please complete the requested information below and turn in with your Proposal.

1. How long has your Company been designing water fountains under it's current name? _____ years

2. List three (3) Water Fountain Design Jobs completed within the past 5-years

A. Project (brief Description):

Amount of Contract (\$): _____

Name of Contact (person): _____

Phone Number of Contact: _____

Email Address of Contact : _____

B. Project (brief Description):

Amount of Contract (\$): _____

Name of Contact (person): _____

Phone Number of Contact: _____

Email Address of Contact : _____

C. Project (brief Description):

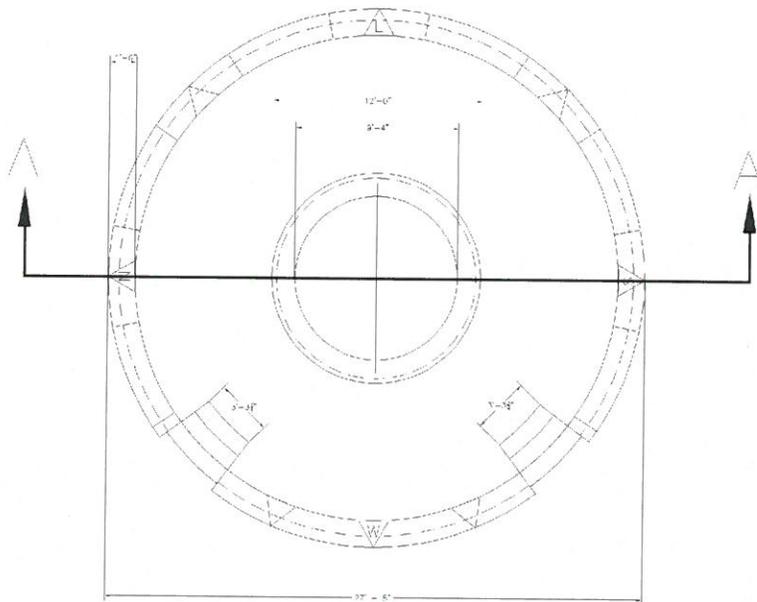
Amount of Contract (\$): _____

Name of Contact (person): _____

Phone Number of Contact: _____

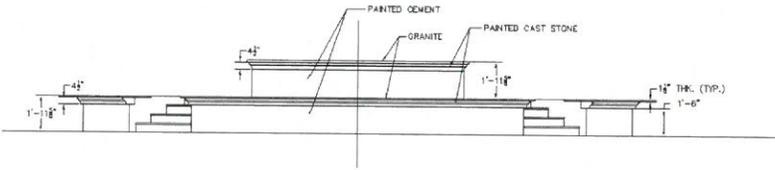
Email Address of Contact : _____

EXHIBIT B



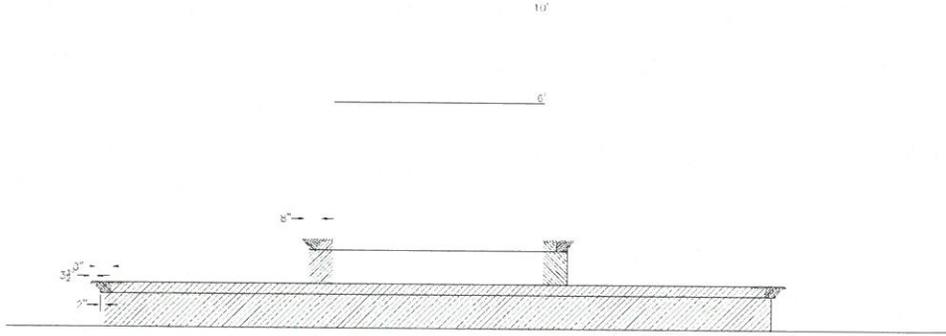
TOP VIEW

EXHIBIT C



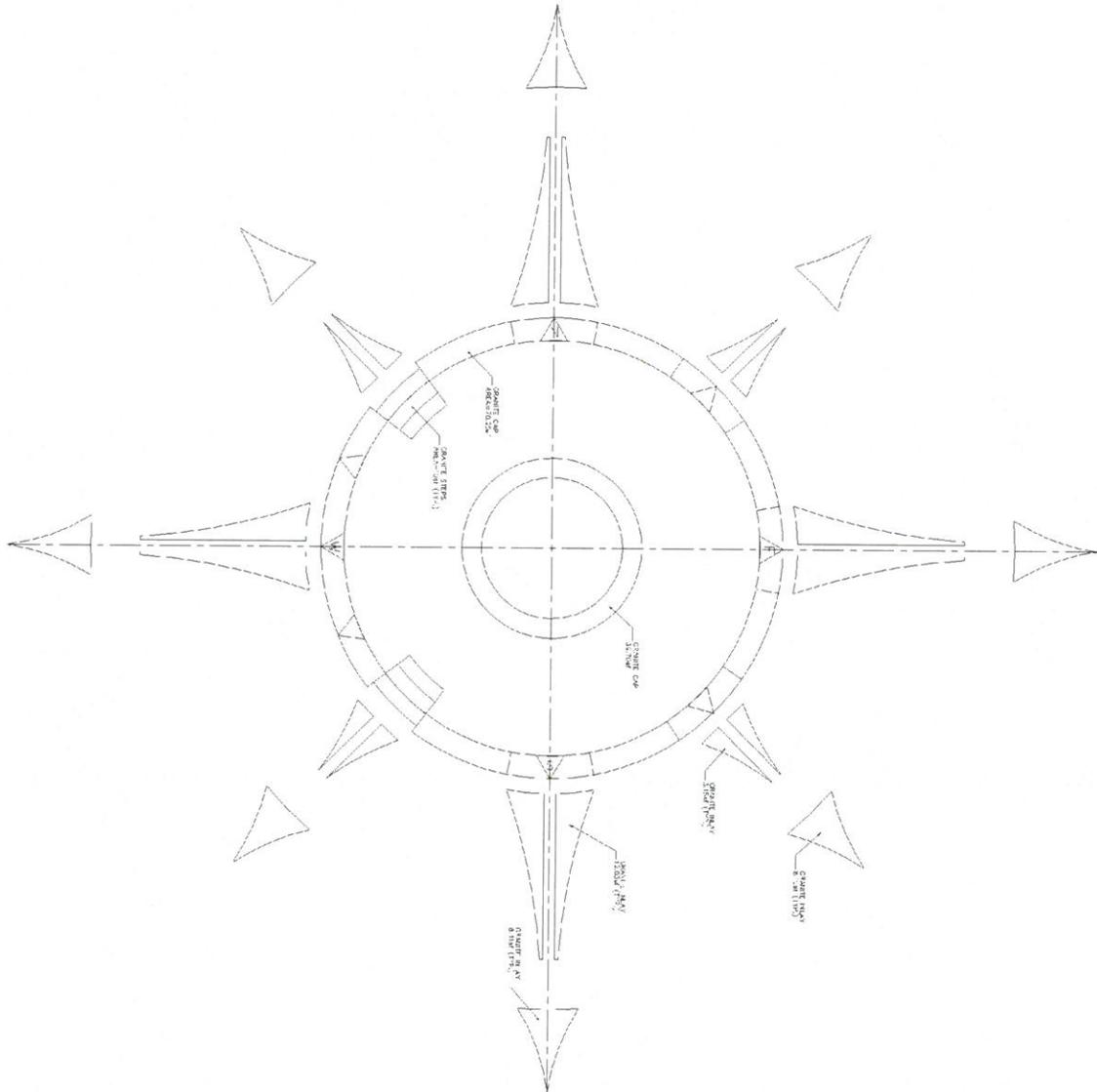
FRONT VIEW

EXHIBIT D



SECTION A A

EXHIBIT E



TOP VIEW OF COMPASS LAYOUT

EXHIBIT E - continued

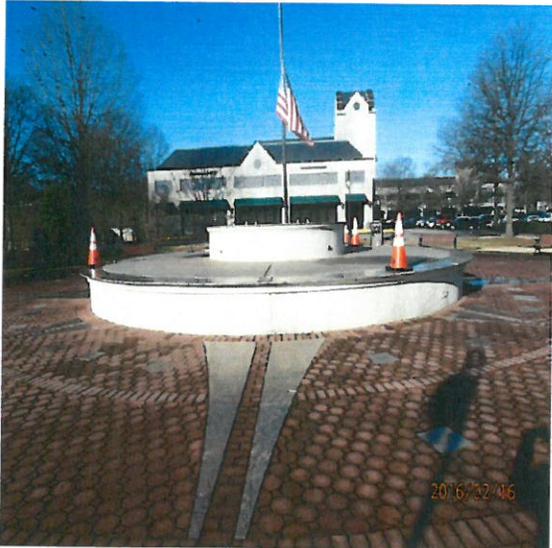


EXHIBIT F



4-19-96



APRIL ~~19~~ 3, 1996



APRIL ~~5~~ 3, 1996



11-23-96



REFERENCES – RFQ #1083-P

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are required.

REFERENCE ONE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE TWO

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE THREE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

COMPANY NAME _____

COMPANY INFORMATION

Company _____

Physical Address Of Business _____

Mailing Address (**If Different**) _____

Authorized Representative _____
(Print or Type)

Authorized Representative _____
(Signature)

Title _____

Email Address: _____

Telephone Number: _____ Fax Number: _____

Cellular Number: _____