



Request for Proposals

RFP # 20-001

Design Services – Tenant Improvements

November 12, 2019

The City of Sugar Hill, Georgia (the "CITY") is now accepting sealed price proposals from registered architects and designers to provide tenant improvement design services for approximately 1,500 SF in the Broadstone mixed-use project in Sugar Hill, Georgia. Information about this opportunity is provided below and on the city's website: www.cityofsugarhill.com.

Instructions for preparation and submission of a response are contained in this package. All submittals are due in the office of the City Manager located at 5039 West Broad St, Sugar Hill, Georgia 30518, no later than 2:00 p.m. on Thursday, December 12, 2019.



Paul Radford, City Manager

Section I: General Information

This request for proposals ("RFP") provides the process necessary to select a design professional to layout the space. The CITY's selection committee ("Committee") will evaluate submitted proposals based upon the identified evaluation criteria and points set forth below, interview as necessary, and award based on the selection criteria established herein.

Introduction

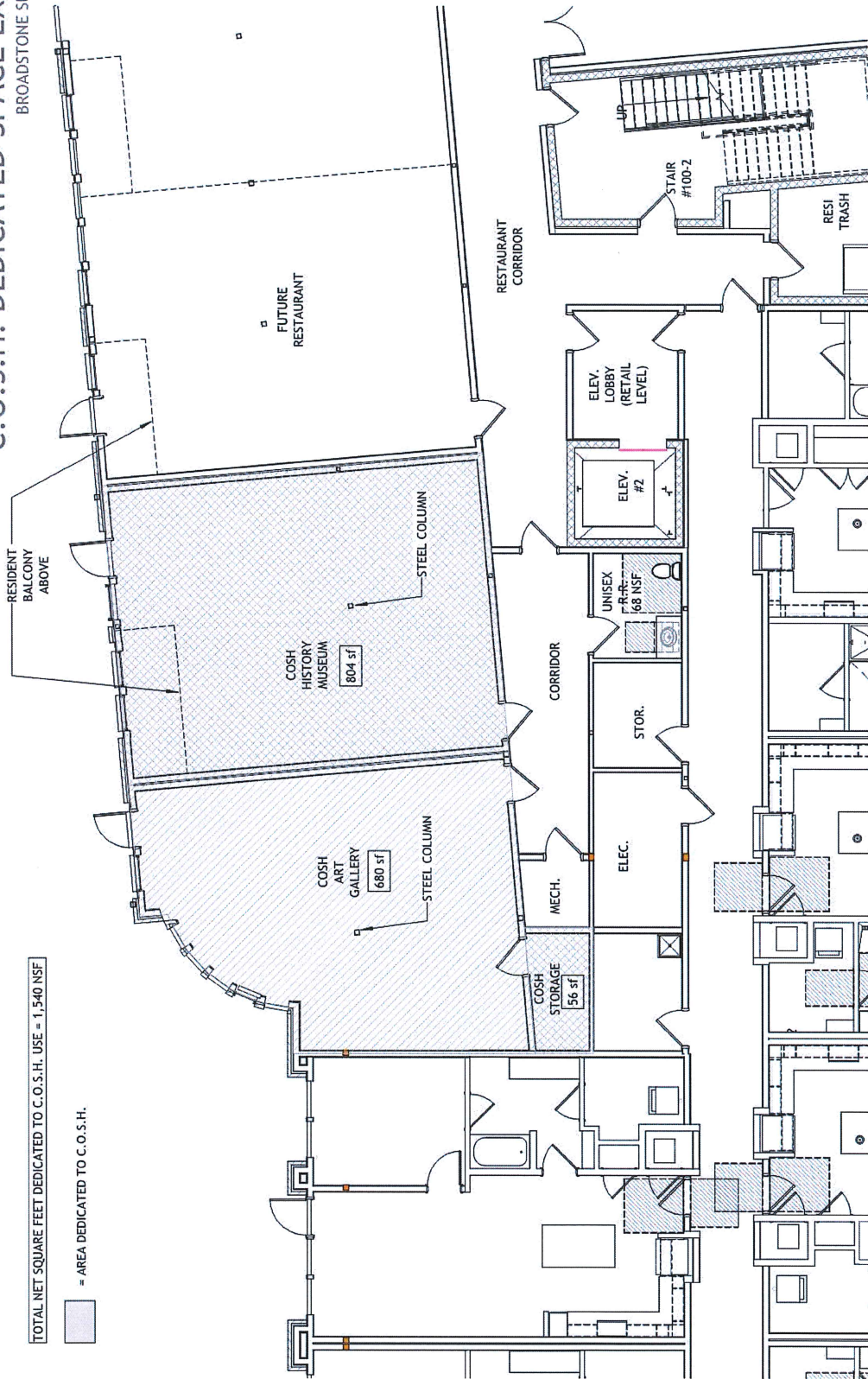
The CITY is soliciting proposals from qualified applicants to design floor finishes, mechanical ducting, lighting, and wall finishes. This contract solicitation will result in a complete set of permitted plans for construction. Information about the opportunity is available in this request on the City's website.

Project Understanding

The subject area is graphically represented below:

C.O.S.H. DEDICATED SPACE EXHIBIT
BROADSTONE SUGAR HILL

Exhibit "A"



TOTAL NET SQUARE FEET DEDICATED TO C.O.S.H. USE = 1,540 NSF

▨ = AREA DEDICATED TO C.O.S.H.

A1-100

NILES BOLTON ASSOCIATES

ALLIANCE REALTY PARTNERS, LLC | 10/1/19

INFORMATION & INSTRUCTIONS

The remainder of this document provides additional information that will allow a prospective offeror to develop a submittal in the format desired by the CITY.

Submission Requirements: The complete original submittal must be submitted in a sealed package. All submittals shall be marked with the RFP number and project name clearly labeled on the outside of the sealed package. Offerors shall file all documents necessary to support their submittal and include them with their proposal. Offerors shall be responsible for the actual delivery of submittals during normal business hours to the address indicated in the cover letter. It shall not be sufficient to show that the submittal was mailed in time to be received before scheduled closing time.

Responsibility: It is the sole responsibility of the Offeror to assure that they have received the entire Request for Proposals (RFP).

Changes or Modifications to RFP: Offerors registered with the CITY, will be notified in writing of any change in the specifications contained in this RFP. Otherwise, offerors are expected to check the City website for addenda which will be posted to the website not less than 72-hours prior to the response deadline. Questions should be directed, in writing, to the CITY's project representative, Troy Besseche, at tbesseche@cityofsugarhill.com.

Interpretations: No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the CITY. No employee of the CITY is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

Right of Rejection and Clarification: The CITY reserves the right to reject any and all submittals and to request clarification of information from any Offeror. The CITY is not obligated to enter into a contract on the basis of any submittal submitted in response to this document.

Request for Additional Information: Prior to the final selection, Offerors may be required to submit additional information which the CITY may deem necessary to further evaluate the Offeror's qualifications.

Denial of Reimbursement: The CITY will not reimburse Offerors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

Gratuity Prohibition: Offerors shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the CITY for the purpose of influencing consideration of this submittal.

Right of Withdrawal: A submittal may not be withdrawn before the expiration of sixty (60) days from the submittal due date.

Right of Negotiation: The CITY reserves the right to negotiate with the selected Offeror the fee for the proposed scope of work and the exact terms and conditions of the contract.

Exceptions to the RFP: It is anticipated that Offerors may find instances where they may take

exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the CITY, and a description of the advantage to be gained or disadvantages to be incurred by the CITY as a result of these exceptions.

Indemnification: The Offeror, if successful, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the CITY, its employees, and agents, from any liability of negligent nature or kind in regard to the delivery of these services. The Offeror shall secure and maintain General Liability Insurance, if required, as will protect them from claims under the Workers Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this contract. Further, the Offeror shall provide the CITY with evidence and the amount of Errors and Omissions Insurance, i.e. Professional Liability Insurance currently in effect. The successful offeror shall be required to provide adequate insurance coverage consistent with the scope & scale of this project offering.

Rights to Submitted Material: All submittals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Offerors shall become the property of the CITY when received.

Title VI/Nondiscrimination Statement: No person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY. The CITY does further commit that disadvantaged business enterprises as defined by and approved by the Georgia Department of Transportation will be afforded full opportunity to submit in response to this request and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration of an award.

Qualifications: Submittals shall include a completed copy of the appropriate schedules in response to this request.

Selection Criteria for Prospective Contractor: To receive consideration, the offeror’s submittal should be responsive to the potential projects described in this document and according to the criteria listed below. The contract will be awarded to the team determined to be the most qualified to perform the work based on the established evaluation criteria. Changes to the successful team’s Project Manager and Superintendent during the course of the project without the written approval of the CITY may constitute a breach of the terms of the Agreement.

A selection committee will be convened to evaluate the submittals based on the following weighted criteria:

1. <u>Similar Project Scope Experience.</u>	30%
2. <u>QA/QC Methodology.</u>	15%
3. <u>Sample Design Ideas / Sketches.</u>	15%
4. <u>References.</u>	10%
5. <u>Fee Proposal.</u>	30%
Total:	100%

Upon completion of an initial evaluation by the committee and scoring, interviews may be utilized to determine the final short-list of candidates. Once the short-list is determined, sealed fee proposals will be reviewed, and a final recommendation will be made to the Sugar Hill CITY for approval. The CITY reserves the right to award a portion of or the entire contract to any combination of consultants (firms, teams, or individuals) that serve the best interest and provide the greatest value to the CITY while maintaining a competitive and fair procurement framework.

Copies: One unbound original and **three (3) bound** original copies of the submittal and supporting documents must be submitted in response to the RFP.

Termination of Contract: The CITY may cancel the contract at any time for breach of contractual obligations by providing the successful Offeror with a written notice of such cancellation, in accordance with the terms of the final Construction Agreement.

Assignment: The successful Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the CITY.

Conflict of Interest: The Offeror covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

Independent Contractor: The Offeror represents itself to be an independent entity offering such services to the general public and shall not represent himself or his employees to be an employee of the CITY. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the CITY, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Offeror shall further understand that the CITY cannot save and hold harmless and or indemnify the Offeror and/or the Offeror's employees against any liability incurred or arising as a result of any activity of the Offeror or any activity of the Offeror's employees performed in connection with the contract.

Contract: The contract between the CITY and the Offeror shall consist of the appropriate agreement for these services, including documents submitted in response to this RFP.

The CITY reserves the right to clarify any contractual relationship in writing with the concurrence of the Offeror, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's submittal.

Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the Offeror agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, Georgia Security and Immigration Compliance Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Submittal Submission & Evaluation

Firms should provide the following information related to this RFP:

- Letter of Interest (Cover Letter)
- Project Experience
- Quality Assurance / Quality Control Methods (Internal / Independent Review)
- Sample Design Ideas / Sketches
- References
- Fee Proposal
- Certification

Responses to this request should be in the form of a written package not to exceed 30 pages including cover letter. Any incomplete submittals will be determined to be non-responsive.

The CITY will select the Offeror that demonstrates the best combination of qualifications in such manner as is in the best interest of the CITY. Interviews may be required; however, the CITY reserves the right to award a contract based upon evaluation of the written submittals only. In addition, the CITY reserves the right to terminate the contract at the completion of the pre-construction services phase.

All submittals must be in writing and must be received at the following address no later than 2:00 p.m. on **DECEMBER 12, 2019**. All submittals, delivered by hand or other methods, must clearly indicate on the outside of the sealed package or envelope the information provided below. Provide one (1) unbound and three (3) bound original copies of the complete submittal.

RFP 20-001: DESIGN SERVICES – TENANT IMPROVEMENTS

SUGAR HILL CITY

ATTN: Troy Besseche, Assistant City Manager

City of Sugar Hill

5039 West Broad St

Sugar Hill, Georgia 30518

Certification

The undersigned declares that he or she has carefully examined all the documents contained in this Request for Proposals (RFP) solicitation for the project, and certifies to the best of his/her knowledge, that this Proposal fully complies with all of the requirements of the RFP and all addenda and clarifications issued in regard to the RFP.

The undersigned also hereby certifies that he or she (or, if he or she is the authorized representative of a company, the company) is the only person interested in this Proposal and any subsequent proposal; that it is made without any connection with any other person making any submission for the same work; that no person acting for, or employed by, the CITY is directly or indirectly interested in this Proposal or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Offeror has not influenced or attempted to influence any other person or corporation to file a Proposal or subsequent proposal or to refrain from doing so or to influence the terms of the Proposal or any subsequent proposal of any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person applying for the same work.

The undersigned further states that he or she has the necessary licenses, certifications, and professional credentials necessary to practice their respective professions within the State of Georgia.

The undersigned states that he or she has carefully examined all of the information provided and representations made in this Proposal and the documents submitted with the RFP including all schedules, forms and materials, and certifies to the best of his/her knowledge, that this Proposal in its entirety is complete, true and accurate.

Acknowledgement of Addenda. By signing below, the interested Offerors **acknowledges receipt of the following addenda** to this RFP:

Addenda No. (if any) _____

SIGNED UNDER THE PENALTY OF PERJURY:

Signature: _____
(Signature of Authorized Representative)

Print Name: _____

Title: _____

Firm Name: _____

Date: _____

Project Number: _____

Project Name: _____

EXHIBIT B

WORK LETTER

1.1 Landlord's Work. The Demised Premises are to be generally constructed as follows; however, Landlord makes no warranty that the Demised Premises will be, in fact, constructed exactly as follows (except as otherwise indicated below, the following in this Section 1.1 is referred to as "Landlord's Work"):

1. STRUCTURE, WALLS AND CEILINGS

- A. FLOORS – floor slabs will be provided and will have a minimum live load capacity of 100 pounds per square foot.
- B. FIRE RATINGS - Landlord shall provide all fire rated assembly areas, including emergency egress doors, as required by code. Landlord shall design its work to maintain code required rated separations at all Landlord provided partitions and openings.
- C. SHELL - The minimum clear height will be 14'. The ceiling height is approximate and does not include any acoustical treatment, venting, or finished ceiling. Drop beams or other structural elements may be below listed ceiling heights in certain limited areas.
- D. STOREFRONT - The storefront is included in the Landlord's Work, per Landlord's drawings and specifications.
- E. ENCLOSING WALLS - Landlord shall provide front, side & rear exterior and/or demising walls as required by code. The exposed face of gypsum board shall be taped, mudded and prepped to receive a painted finish.
- F. COMMON AREA DEMISING PARTITIONS - Landlord shall provide stud partitions (studs to be approximately 16" on center) separating the Premises from service corridors or other common areas.
- G. CEILINGS - Underside of fire-rated assembly above. The exposed face of gypsum board shall be taped, mudded and prepped to receive a painted finish. All interior finishes shall be provided by Tenant.
- H. ACOUSTICAL REQUIREMENTS
 - a. Interior Noise and Vibration: Tenant acknowledges that Building will include residential units on the upper floors, and that particular measures must be taken to mitigate the transmission of sound and vibration to and from the residential area. Tenant shall install acoustical treatment measures necessary such that noise from Tenant operations does not exceed NC 35 in any residential unit or residential corridor on the property and NC 40 in retail adjacencies. Measured vibration levels should not be in excess of 0.01 m/s² (r.m.s.) vibration acceleration on the walls, floors, or ceiling of any residential unit, residential corridor, or retail adjacency. Landlord reserves the right to test noise and vibrations at Landlord's discretion. If Tenant noise and/ or vibrations exceed levels mentioned above Tenant shall reduce noise/ vibration activities and perform such additional work as required by Landlord.
 - b. Environmental Noise: Tenant shall install acoustical treatment measures necessary in order to mitigate sound to meet local noise code requirements at all times for all tenant operations.

2. SERVICE DOORS

- A. One (1) service door at rear of each demised space will be installed by Landlord. The door shall be hinged 3'-8" x 7'-0" x 1- 3/4", painted hollow metal door and frame, no vision panel; with commercial grade hardware consisting of a surface

mounted door closer, 1 Y, pairs of butts, one set of door knobs with cylinder. If no such door exists or Tenant wishes to relocate door, all work will be performed and permitted by the Tenant, or at Landlord's option by Landlord at Tenant's expense, in conformance with Landlord's criteria.

3. PLUMBING

- A. SANITARY SEWER/DOMESTIC WATER - Landlord shall provide access to a common area unisex toilet, therefore, no provisions will be made to extend sanitary sewer or domestic water lines into the demised space.
- B. FIRE PROTECTION - Base building fire alarm/sprinkler system will be provided as required by code (to the extent required as part of completion of other portions of the Landlord's Work). Tenant shall modify system to meet code for proposed finished conditions and shall be subject to Landlord's approval.
- C. GAS SERVICE - Not applicable.
- D. GREASE TRAP - Not applicable.

4. HVAC

Landlord will provide standard rooftop DX condensing units (1 ton per 450 SF) with refrigerant lines stubbed into the Demised Premises with full HVAC system for the Demised Premises including but not limited to supply, exhaust and ventilation as required by code.

5. ELECTRICAL

- A. ELECTRICAL SERVICE - Electrical Service for the Demised Premises shall be individually metered from Landlord's electrical room. Landlord shall provide Tenant with 120/208v service sized at approximately fifteen watts per square foot including general receptacle and lighting placement as required by code. Landlord shall provide disconnect, CT cabinet, meter base and conductors from Landlord's electrical room to the Demised Premises. Tenant shall be responsible for the electrical service request to local utility company and final connections. Tenant electrical panels are to be provided by Landlord and reside within the Demised Premises.
- B. COMMUNICATION SERVICE - Landlord shall provide one (1) empty one (1") inch conduits with pull string from the Landlord's telecom room to the Demised Premises at a location determined by Tenant. Tenant shall be responsible for installing telecom lines from the Landlord's telecom room, through Landlord-installed conduits, to the Premises and coordinating its telecom requirements with the local telephone company. Conduit routing shall be reviewed and designated by Landlord prior to final installation.
- C. FIRE ALARM - Landlord shall provide conduit from the main fire control room to the Premises as necessary for the wiring of fire alarm devices.
- D. SIGNAGE - The Landlord shall provide a junction box at the front wall with an empty conduit back to the electrical panel so that the tenant can electrify their sign.

6. WORK TO BE COMPLETED PRIOR TO RENT COMMENCEMENT

- A. HARDSCAPE AND LANDSCAPE - Landlord shall provide exterior hardscape and landscaping such that water flows to or through face of curb or to approved storm drains and does not create ponding in landscaped areas, walkways or against Tenant's exterior walls. Landlord shall be responsible for any additional onsite storm drainage systems as required by applicable laws.

- B. PEDESTRIAN AND PARKING AREA LIGHTING - Landlord shall provide exterior pedestrian area and parking area lighting which meet the Illuminating Engineering Society guidelines.
- C. TRASH ENCLOSURE -A dedicated trash and recycling room is provided adjacent to the Demised space. Access is provided through a shared loading space and the Tenant shall be required to schedule deliveries and/or trash pickup around a predetermined move-in schedule to be established by the Landlord and in compliance with local regulations.
- D. OTHER OFF-SITE AND ON-SITE IMPROVEMENTS - At time of Tenant's Rent Commencement Date, Landlord shall provide on-site and off-site improvements as required by applicable laws for Tenant to obtain its Certificate of Occupancy, which may be delivered in phases, including but not limited to: (i) off-site (vehicular/pedestrian) right-of-way and easements, and off-site improvements and utilities (including without limitation, driveways, curbs, gutters, sidewalks, storm drains, pavements, lighting, hardscape, utilities, concrete block walls, screen walls, retaining walls, landscape and irrigation); and (ii) on-site driveways, curbs, gutters, sidewalks storm drains, pavements, parking lots striping in accordance with all applicable laws, hardscape, utilities, concrete block walls, screen walks, retaining walls, landscape and irrigation.

The work to be done by Landlord shall be limited to that described as Landlord's Work in the foregoing paragraphs. All work not so classified as Landlord's Work is Tenant's Work. All work performed by Landlord which is in excess of that required of Landlord by this **Exhibit B** shall be undertaken only after Tenant has deposited full payment for same with Landlord in the form of cash, money order or cashier's check; and Tenant agrees to make such deposit promptly after execution of this Lease (with any delay in Tenant's making such deposit to be deemed a default under this Lease, without the requirement of additional notice from Landlord and causing Tenant's time periods for completing Tenant's Work and opening for business to commence as if Tenant's delay had not occurred).

1.2 Tenant's Work. Tenant shall provide, administer and pay for any and all work done to the Demised Premises other than that provided under Section 1.1 of this Exhibit as Landlord's Work, if any ("Tenant's Work"). Tenant shall build out the Demised Premises in a first class manner. Tenant shall prepare, or cause to be prepared, and to submit to Landlord two sets of fully dimensioned one-quarter inch (1/4") scale drawings showing the layout of the Demised Premises, including trade fixture plans, within sixty (60) days after the date that the Lease is fully executed. All plans and specifications for Tenant's Work shall be approved by Landlord in advance of any construction activity in the Demised Premises. Tenant shall procure and pay for any and all plans, drawings, permits, fees (including, but not limited to, impact fees) and the like necessary to do Tenant's Work in a legal and workmanlike manner.

The Tenant Work shall include but not be limited to, the following:

- A. INTERIOR FINISHES: All interior finishes shall be provided by Tenant (including floorcovering, paint/wallcovering and lighting).
- B. INTERIOR PARTITIONS: Tenant shall be responsible for building its own interior partitions within the Demised Premises.
- C. ACOUSTICAL REQUIREMENTS
 - a. Interior Noise and Vibration: Tenant acknowledges that Building will include residential units on the upper floors, and that particular measures must be taken to mitigate the transmission of sound and vibration to and from the residential area. Tenant shall install acoustical treatment measures necessary such that noise from Tenant operations does not exceed NC 35 in any residential unit or residential corridor on the property and NC 40 in retail adjacencies. Measured vibration levels should not be in excess of 0.01 m/s² (r.m.s.) vibration acceleration on the walls, floors, or ceiling of any residential unit, residential corridor, or retail adjacency. Landlord reserves the right to test noise and vibrations at Landlord's discretion. If Tenant noise and/ or vibrations exceed levels mentioned

above Tenant shall reduce noise/ vibration activities and perform such additional work as required by Landlord.

- b. Environmental Noise: Tenant shall install acoustical treatment measures necessary in order to mitigate sound to meet local noise code requirements at all times for all tenant operations.

D. FIRE ALARM - Tenant shall be responsible for providing any fire alarm devices within the Demised Premises as necessary to meet all local code requirements, other than base building sprinkler system. Tenant is responsible for coordinating all final connections for fire alarm devices within the Premises to the annunciator panel as required. Tenant must use Landlord's base building fire alarm contractor as part of Tenant's Work and at Tenant's expense.

The performance of Tenant's Work shall be subject to all terms and conditions of the Lease, as well as the following:

Tenant shall take out and maintain (or cause the contractor under its construction contract(s) to take out and maintain) public liability insurance in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit. Said liability insurance shall name Landlord as an additional insured with Tenant (and shall contain a cross-liability endorsement) and shall be non-cancelable with respect to Landlord except upon thirty (30) days' notice to Landlord (given in the same manner as provided in the Lease Contract) (or, at the request of Landlord, shall be in the form of a separate liability policy in which Landlord alone is the named insured). Tenant shall also take out and maintain (or cause the contractor under its construction contract(s) to take out and maintain) all builder's risk insurance to the full insurable value of improvements constructed and materials stored at the Demised Premises. Said builder's risk insurance shall name Landlord as an additional insured and shall be non-cancelable with respect to Landlord. Certificates of all such insurance shall be delivered by Tenant to Landlord within five (5) days following Tenant's entering into any such construction contract(s) (but in all events prior to Tenant or Tenant's general contractor commencing construction).

All improvements constructed by Tenant at the Demised Premises shall be completed in a good and workmanlike manner and in accordance with and as described in plans and specifications approved by the Landlord, which approval shall not be unreasonably withheld or delayed. Such plans, drawings and specifications shall be delivered to the Landlord for its review within thirty (30) days following the date hereof.

Tenant's Work shall be done in accordance with such reasonable rules and regulations as Landlord may establish with respect to construction in the Project including, without limitation:

1. Tenant shall have no construction material or equipment needed to complete the Tenant's Work outside the Demised Premises unless Tenant receives prior written approval from Landlord to stage material in an acceptable outside location.
2. Tenant shall remove all construction materials, equipment and debris from the Staging Area prior to opening the Demised Premises to the public.
3. If the building, paving, curbing, lighting, or landscaping or other improvements shall have been damaged during construction, Tenant shall promptly repair or replace such improvements in a first class manner identical to original condition.
4. Tenant shall perform Tenant's Work in a manner that will not unreasonably interfere with or adversely affect the operation of the businesses of the other occupants of the Project. Tenant shall comply with the work rules established by the Landlord's contractor if Tenant's Work is being constructed concurrently with Landlord's Work (if any) or other construction activities.
5. Tenant shall deliver to Landlord evidence of all permits and payment of all related fees prior to commencement of construction of the Tenant's Work in the Demised Premises. All other work and fees, including impact fees, shall be performed and paid for by the Tenant.
6. Landlord reserves the right to accept or reject Tenant's contractor with no cost to Landlord if Landlord rejects such contractor.

7. In the event that the Tenant does not complete the Tenant Work or any subsequent alterations to the Demised Premises in accordance with the foregoing, the Landlord shall be entitled to complete such work at Tenant's expense in accordance with the applicable provisions of the Lease.
8. Tenant plans to be submitted shall be comprehensive and shall include separate drawings for all modifications to shell building. Architectural, structural, electrical, mechanical, plumbing, fire sprinkler and fire alarm drawings are to be at 1/4" scale. City may have other requirements for its permitting process.

Upon completion of Tenant's Work, Tenant shall provide Landlord a copy of the certificate of occupancy issued by the appropriate governmental agency.