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**The City of La Grange**  
**New Skatepark Facility**  
**Springs Park, La Grange, Kentucky**  
**DESIGN-BUILD PROJECT DELIVERY SERVICES**  
**REQUEST FOR PROPOSALS**  
**DUE FEBRUARY 4, 2022 3PM EST**

**JANUARY 20, 2022**

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**I INTRODUCTION / OVERVIEW**

**A Background – Project Description:**

Springs Park, a new 9.5 acre public park in La Grange and currently under construction, is located south of Main Street and east of Second Avenue (refer to the Springs Park Site Plan in Appendix B). The City of La Grange (herein after referred to as “the City”) formerly housed an all steel community skatepark in the area under construction as Springs Park Phase 1.

The City intends to offer a new unsupervised approximately 6000 minimum square foot concrete skatepark as a new addition to Springs Park, south of Phase 1, for the enjoyment of the skaters in the community, young and old, new and experienced. (herein after referred to as “Project”) An approximately 0.25 acre area has been designated on the Springs Park Site Plan for this purpose.

Through meetings, studies, evaluations, and planning sessions, the City has decided to proceed with a Design Build RFP and selected Environs / Jones to assist with this process. The City will select a qualified Design-Build firm to provide complete design services (Refer to Scope of Work Section) for the installation of a new skatepark for the La Grange community.

The objective of this RFP is to identify a qualified firm or team to contract with the City to provide the desired improvements to Springs Park.

The Project Description, as envisioned by the City, will be accomplished by employing a “Design-Build” project delivery method.

## **B Inquiries**

Direct all questions related to this RFP to Environs/Jones via both emails, Attn:

Jodi Smiley [jsmiley@environsinc.com](mailto:jsmiley@environsinc.com)

Sarah Kopke-Jones [sarah@joneslandscapearchitecture.com](mailto:sarah@joneslandscapearchitecture.com)

Include the RFP page number and section when submitting questions. Refer to Projected Timetable for deadline for all questions.

Questions related to public property or utilities will be forwarded to the Public Works Director, and will receive responses with all other questions. Refer to Projected Timetable for deadline for all questions.

## **C Method of Selection**

An Award, if made, will be made to the responsible Design-Builder whose proposal is most advantageous to the City, taking into consideration the qualifications, experience, and other factors set forth in this Request for Proposals.

The City, as it deems necessary, may conduct interviews with responsible Design-Builders determined to be reasonably susceptible of being selected for award, for the purpose of clarification and to assure full understanding of and responsiveness to the solicitation requirements. Refer to Evaluation and Selection Process for information.

## **D Projected Timetable**

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

<i>Description</i>	<i>Target Date</i>
Request For Proposals Advertised	January 20, 2022
Deadline for Receipt of Questions, 5 pm EST	January 27, 2022
Response to Questions Published by Addendum	January 28, 2022
Sealed Proposals Due, 3 pm EST (public opening)	February 4, 2022
Design-Builder Interviews (time TBD)	February 9, 2022
Contract Awarded	TBD

There is no formally scheduled site visit. It is the responsibility of the Design-Builder to observe the existing conditions at the proposed location for the new skatepark at Springs Park prior to submitting a response to this RFP.

Refer to the attached **PRELIMINARY PROJECT DEVELOPMENT SCHEDULE** in Appendix C for the anticipated project schedule.

## **II PROJECT SCOPE OF WORK AND REQUIREMENTS**

### **A Design Build Services**

The City seeks to contract with a single entity (the “Design-Builder”) for design, including all construction drawings and specifications, submission to appropriate permitting authorities, and construction. The City intends to issue one contract to the selected firm or team for the entire Design-Build scope of work for the project as described in this RFP.

### **B Minimum Project Requirements:**

The Design-Builder selected for the Project shall demonstrate the ability to provide professional design services and stamped documents as required by the State of Kentucky and Authorities Having Jurisdiction. Stamped Documents shall at the minimum include Civil Engineering.

The Design-Builder is required by the City to comply with current version of the Kentucky Building Code, County Development Ordinances, Federal ADA requirements, OSHA, and current safety standards for skate parks.

The Design-Builder is responsible for all required permits, coordinating with inspecting agencies and any fees related to the Project.

The Design-Builder shall keep a record of all permits, inspections, and fees and provide a copy in a binder to the City as a part of the Project Closeout Documents.

### **C General Project Requirements:**

#### **1) General:**

The Design-Builder is responsible for site security, access control, and safety in the Course of the Work.

Permits for work requiring a shutdown of existing streets and / or sidewalks or impeding public access in any way shall be scheduled in advance with the City and Authorities Having Jurisdiction.

All required materials testing and special inspections shall be provided by the Design-Builder. Copies of all tests and inspections shall be provided to the City during the course of the Work. The Design-Builder shall keep a record of all permits, material testing and special inspections, observation reports, noted deficiencies, and material test results, and provide a copy in a binder to the City as a part of the Project Closeout Documents.

Delays due to normal weather conditions are to be taken into consideration and anticipated when proposing for this project. Weekends are considered make-up days and will be treated as a normal workday to recover weather days.

**2) Protection of Work or Property:**

Design-Builder is responsible to protect existing natural features such as existing streams and trees to remain. If any damage occurs to existing streams or trees to remain by the Design-Builder, their subcontractors, employees, or agents, the Design-Builder will be responsible for the cost of local, state, and/or federal mitigation requirements at no additional cost to the City.

Design-Builder is responsible to take necessary precautions to prevent damage to any new construction, the work and equipment of others. If any new construction, or work or equipment of others is damaged by the Design-Builder, their subcontractors, employees, or agents, the Design-Builder will be responsible for the cost of repair or replacement at no additional cost to the City.

Where new work connects with existing, the Design-Builder shall do all necessary cutting and patching required to make a satisfactory connection with the work to be performed under the Contract Documents so as to leave the entire work in a finished and workmanlike condition. This requirement shall include all required work where new items connect, fit, or otherwise interface with existing surfaces.

**3) Contractor Parking, Storage, and Delivery:**

Approved contractor parking areas will be established during the Pre-Construction Meeting with The City.

The project site is limited on lay down, storage & preparation areas. The Design-Builder shall provide a site logistics plan for The City to review and approve at the Pre-Construction Meeting with The City. Include the jobsite trailer location on the logistics plan if applicable.

All materials delivered to the site shall be neatly organized and adequately protected from weather at all times and shall be received and stored at the jobsite in an approved manner as established by the manufacturer and project specifications.

The Design-Builder shall take care to plan the work and storage of materials in a manner that does not adversely impact the remaining Springs Park site.

**4) Warranties:**

All warranties shall begin on the date of substantial completion as established by the City Representative and Design-Builder and agreed to by the City.

Roads and sidewalks used in the progress of this work, outside the limits of the site and adjacent areas leading to it, shall be maintained open to travel and kept in clean condition by the Design-Builder.

**D Project Scope of Work:**

The stated design goal is to provide for an approximately 6000 minimum square foot skatepark facility within the designated 0.25 acre area; however the final skatepark size is to be determined during the selected Design-Builder's design process and will be dependent upon site conditions, utility easements, estimated cost per square footage and other factors as deemed appropriate by the City.

The following Scope of Work is intended to be used as a general guide and is not a complete list of all work necessary to complete the project. Proposing Design-Builders or Design-Build teams may propose a modified Scope of Work as part of their proposal if desired.

**1) Summary of Project:**

To design and construct an approximately 6000 minimum square foot community skatepark as described below with a budget not to exceed \$350,000. A preliminary project schedule can be found in Appendix C.

The Project shall provide a quality mixed use public skatepark with:

- a sense of community with regional attraction,
- an engaging and aesthetically pleasing design,
- an environmentally sustainable design,
- identifying features to mimic natural street-skating and traditional-style skatepark environments (including bowls, ramps, boxes, ledges, pads, banks, rails, stair sets, and other natural transitions) as guided by the City and the community.

The Project shall be a designed and constructed concrete skatepark with permanent poured in place features, minimum precast structures and no precast transitions. (Please note that the City will not consider proposals that feature

predominantly wooden structures including ramps, and / or precast or metal structures with the exception of metal railings.)

Additional park amenities such as parking, walkways to/from the skate park, benches, trash receptacles, lighting, and other amenities will be the responsibility of the City and not included in the Project.

The Design-Builder will provide complete engineering and design services as well as provide engineering services during construction and manage all aspects of the construction process along with the following:

- community outreach (anticipated one meeting with steering group)
- conceptual design
- final plans and specifications
- engineering cost estimate
- contract documents including stormwater management
- environmental documents
- construction surveying
- construction implementation
- permitting

**2) Design:**

Gather necessary data and evaluate existing infrastructure. Obtain public input. Prepare conceptual design plans for review by the City.

The City will provide at no cost to the Design-Builder the existing site survey for this project. Any other site survey information will be the responsibility of the Design-Builder.

**3) Detailed Plans:**

After approval of the conceptual design, prepare detailed design plans and specifications as appropriate for this project. Perform quality assurance, quality control, and value engineering review, both before submission of the final design to the City for approval and throughout the construction process.

**4) Applicable Standard Specifications:**

The Project design will be completed in accordance with applicable City, State, and Federal laws, statutes, and codes and any other applicable standard specifications.



**5) Approval and Permits:**

Any and all required permits are the responsibility of the Design-Builder to initiate and execute with all applicable governing agencies for the approval of the design. The Design-Builder is responsible for all permitting and permit fees.

**6) Progress Meetings:**

Regular progress meetings with the Design-Builder, City, and other interested parties will be held throughout the life of the Project. The frequency and location of these meetings will be established, by mutual agreement, prior to beginning the Project. The purpose of these meetings are to establish and maintain lines of communication, report on design, project progress, discuss and resolve problem areas, review design and construction schedules, review project costs/budgets and pay applications, review quality control and such other matters related to the project.

**III RFP SUBMITTAL REQUIREMENTS**

**A General Information**

Proposals must be clear and succinct. Only those Design-Builders providing clear and complete information as required will be considered for evaluation. Any major deviation from these specifications will be cause for rejection of the proposal at the City's discretion.

**B Mandatory RFP Submittal Requirements:**

Each proposal shall contain ALL of the following information:

**1) Cover Letter with Submittal Form:**

Letter signed by authorized Principal in charge of the Design-Build firm or team stating the lead company name and address, contact person, and acknowledgement that the Design-Builder understands the project scope and required services. Letter must be attached to the Submittal Form (See Appendix A) which clearly states acknowledgement of all addenda issued to this RFP.

**2) Qualification Statement:**

Provide a complete description of the Design-Builder's legal structure, length of time in business, and number of employees. The Design-Builder shall disclose whether the company has ever had a voluntary or involuntary bankruptcy petition filed in its current or any prior name. The Design-Builder should similarly disclose whether or not it or any team member are in default on any loan

agreement or financing agreement with any bank, financial institution, or other entity. The Design-Builder should also disclose if any parent company or subsidiaries have been refused liability coverage in its current or previous name(s) and provide a copy of the certificate of insurance with verification that full policy limits are available with their RFP submittals. Insurance requirements are found in Appendix D for the Project.

**3) Previous Experience of Design-Builder:**

Describe Design-Builder's experience in providing similar design/build services to municipalities, agencies, and other government entities. List recent experience of five (5) similar projects completed by the firm or team within the past five (5) years.

Include project descriptions, photographs of the completed project, when the work was done, and a contact for the owners of the project. Reference must include the contact person's name, agency, phone number, their role in the project (e.g., project manager, purchasing, etc.).

**4) Previous Experience of Individuals:**

For each person proposed to render professional services and lead construction services for this Project, include full name, title, professional registrations, and relevant experience. Indicate the roles and responsibilities of each person and the percentage of their time to be spent on this project. Attach a resume for each such person. Indicate the professional background and caliber of previous experience of each person.

In Addition, identify the individuals who will perform the following roles:

- a. Project Manager during Conceptual Design Phase
- b. Skatepark Designer
- c. Primary Project Construction Supervisor
- d. Primary Party for professionally engineered construction drawings

Provide the following information for the individuals listed above:

- 1. Individual Experience with two (2) similar or related projects of this size and scope
- 2. Years with the firm under its current name and ownership
- 3. Written assurance that the key individuals identified and listed above will be performing the work for the Project and not be substituted with other personnel or reassigned to another project without the prior approval of the City.

**5) Project Approach and Schedule**

The understanding and approach to the Project is an important aspect of this RFP process. The Design-Builder should provide a clear and concise understanding of the Project based on the information given as well as Project Goals and Requirements with the proposed project approach of the Design-Builder. Please provide a draft schedule along with your RFP response.

**6) Fees:**

Provide the Design-Builder’s overall fee for the Project including the estimated costs for construction to demonstrate the breakdown of the overall not to exceed fee of \$350,000 plus reimbursement for County / City permitting with the submission of a qualifying receipt.

**7) RFP SUBMITTAL:**

Each Design-Builder shall submit their proposal in the form of five (5) physical copies and one (1) electronic copy (USB or jump drive preferred). Proposals must be received in the La Grange City Hall no later than 3:00 pm EST, February 4, 2022.

Proposals may be mailed or hand delivered and shall be addressed to:

City of La Grange, Attn: Skate Park RFP  
La Grange City Hall  
307 West Jefferson Street  
La Grange, Kentucky 40031

The outside of the envelope must state, “City of La Grange Skate Park RFP”  
Late proposals will not be accepted.

**C Evaluation and Selection Process:**

**1) Selection Process:**

The City reserves the right in its discretion to make a selection based directly on the proposals submitted. The Design-Builder selected will be chosen based on its apparent ability to best meet the overall objectives of this RFP. The City has the right to reject any and all proposals.

**2) Proposal Review:**

An evaluation review committee (“Committee”) will be evaluating the proposals received. For the purpose of scoring proposals, committee members will evaluate each proposal in accordance with the criteria and point factors listed below. The evaluation committee may seek outside expertise, including, but not

limited to, input from technical advisors, to assist in evaluating proposals. The successful Design-Builder shall be selected by the following process:

The committee will score the written proposal based on the information submitted according to the evaluation criteria and point factors. A short list of Design-Builders, based on the highest scores, may be selected for telephone or group interviews if deemed necessary. The City reserves the right to award the contract without an interview or to increase or decrease the number of Design-Builders on the short list depending on the scoring and whether the Design-Builders have a reasonable chance of being awarded a contract. Negotiations will follow with the selected Design-Builder, and, if successful, the Design-Builder and City will enter into a contract for work.

**3) Clarification during Review Process:**

During the review process the City has the right to request additional information for clarification in order to understand the Design-Builder’s view and approach to the Project and Scope of Work. The City further reserves the right to make an award without further clarification of proposals reviewed. At the discretion of the City any changes to a submitted proposal made before executing the contract will become part of the final Design-Builder contract.

**4) Evaluation Criteria and Scoring:**

Each proposal will be evaluated on the following 100 point system with evaluation criteria and maximum points shown in the following table:

<i>Evaluation Criteria</i>	<i>Maximum Score</i>
Complete and Thorough Proposal	5 points
Financial Stability of Design-Builder (from Qualification Statement)	5 points
Team Previous Experience	50 points
Individuals Previous Experience	20 points
Project Approach and Schedule	20 points
Maximum Total Points	100 points

**D General Terms and Conditions:**

- 1) This RFP does not commit the City to enter into an agreement, to pay any cost incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure or contract for the Project.
- 2) At any time prior to the specified time and date set for the submission, a person/firm, or their designated representative may withdraw their proposal.
- 3) The issuance of this RFP and the acceptance of a proposal do not constitute an agreement by the City that any contract will eventually be entered into by the City. The City expressly reserves the right to:
  - Reject any and all proposals.
  - Reissue an RFP.
  - Extend the time frame for submission of the proposals by notification to all parties who have registered an interest in this RFP with the City.
  - Request more information from any or all applicants.
  - Waive any immaterial defect or informality.
  - Decline to go forward with the RFP.
  - The City expressly reserves the right not to proceed to contract under this RFP.
  - Reject any sub-contractor or consultant proposed by the proposing Design-Builder.
- 4) Negotiations may be terminated by the City for failure to reach mutually acceptable terms.
- 5) Each person/firm submitting will be responsible for all costs incurred in preparing a response to this RFP.
- 6) All materials and documents submitted in response to this RFP will become the property of the City and will not be returned. Persons/firms selected for further negotiations will be responsible for all costs incurred by it during negotiations whether or not such negotiations lead to a contract with the City.
- 7) Proposing Design-Builders are responsible for reviewing all portions of this RFP. Design-Builders are to promptly notify Environs/Jones, in writing, if the Design-Builder discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to Environs/Jones promptly after discovery, but in no event later than the date indicated as the deadline for receipt of questions in the Projected Timetable Section I-D. Failure by a potential Design-Builder to ask questions or request changes by

the date indicated above shall constitute the Design-Builder's acceptance of the requirements set forth in this RFP.

By issuing a submission to this RFP a Design-Builder represents that they have read and understand the RFP requirements and their response is made in accordance therewith and that the Design-Builder is familiar with the local conditions under which the awarded Design-Builder must perform.

If the Design-Builder receives an award, failure to have made site investigations and examinations will in no way relieve the Design-Builder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Design-Builder for additional compensation or relief.

The City will be responsible for pre-construction site preparation by removing excess underbrush and general materials to be discarded prior to commencement of Project construction activities.

The City will not be responsible for any oral communication given by any employee, agent, or representative of the City. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be provided. From the date of issuance of this solicitation, until final City action, contractors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by this RFP.

## **IV Appendices**

### **A RFP Submittal Form**

The following form is required to accompany the Design-Builder's submittal to the City for consideration to contract with the City to provide the desired addition of skate park improvements to Springs Park.

**B Springs Park Site Plan**

The following plan shows the survey of Springs Park with the approximately 0.25 acre area designated for the future skatepark identified in red. The approximate location of the existing stream through the park is identified in blue, and the approximate locations of trees that are to remain in the immediate skatepark area are identified in green.



### C Preliminary Project Development Schedule

The following Project Schedule is intended to be used as a general guide and is not a complete list of all aspects of the project timeline. The schedule shown is assuming that the project can be awarded and contract finalized by February 25, 2022. Proposing Design-Builders or Design-Build teams may propose a modified Project Schedule as part of their proposal if desired.

<i>Project Task</i>	<i>Estimated Date</i>
Notice of Award	February 25, 2022
Preliminary Meeting with City, review location	March 2, 2022
Preliminary Design Development for Skatepark	March 23, 2022
City and Committee Review of Preliminary Design and Rough Cost Estimate completed	March 25, 2022
Community Meeting to review Preliminary Design	March 30, 2022
Final Design of Skatepark based on Community Input	April 20, 2022
Develop Complete Construction Documents	May 18, 2022
<b>Begin Site Preparation and Construction</b>	<b>May 25, 2022</b>
Obtain Necessary Permits for Construction	June 3, 2022
Break Ground, Begin Site Preparation (Refer to plan note on pre-construction site prep.)	June 10, 2022
Skatepark Construction Begins, including independent quality control testing and reports	June 17, 2022
Skatepark Completion and Final Inspection Provide “as built” plans, transfer warranties, and provide (at no cost) maintenance schedule and 5 year warranty against defects.	July 15, 2022
<b><i>First Skate Day!</i></b>	<b><i>July 18, 2022</i></b>

**D Insurance Requirements:**

The Design-Builder must keep in full force and effect until the termination of the agreement the following insurance with an insurance company licensed and qualified to do business in the State of Kentucky, as evidenced by an endorsement of insurance on the insurance policy. Any deductibles or self-insured retentions are to be paid by the Design-Builder and must be declared and approved by the City. Design-Builder shall provide a copy of the certificate of insurance with verification that full policy limits are available with their RFP submittals.

1. General Liability Coverage. Design-Builder shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability Coverage. Design-Builder shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability Coverage. Design-Builder shall maintain workers' compensation insurance as required by the State of Kentucky and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Design-Builder in connection with the performance of services under the Agreement. In the alternative, Design-Builder may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the Kentucky Statute. The insurer, if insurance is provided, or Design-Builder, if a program of self-insurance is provided, shall waive all rights of subrogation against Town for loss arising from work performed by Design-Builder for the City.
4. Professional Liability Coverage. Design-Builder shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate, covering negligent acts, errors or omissions which may be committed by Design-Builder in the performance of its services under this Agreement.
5. Excess Liability/ Umbrella Insurance in the amount of \$5,000,000.

Additional Insured: The City shall be named as an additional insured on all liability policies using the following language: "Design-Builder shall indemnify, hold harmless and defend the City of La Grange, its officials, employees, agents, and volunteers, against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the City, its officials or employees may hereafter sustain, incur or be required to pay,

arising wholly or in part due to any act or omission of the Design-Builder, its agents, servants, or employees, in the execution, performance or failure to adequately perform Design-Builder's obligations pursuant to this contract."