



REQUEST FOR PROPOSAL - ARCHITECTURAL DESIGN &
CONSTRUCTION MANAGEMENT SERVICES
FINAL PHASE OF CLEARWELL BUILDING

Request for Proposals #2667 – Re-advertisement



City of Concord
Parks & Recreation Department
147 Academy Avenue, NW
Concord, NC 28025



I. GENERAL INFORMATION/BACKGROUND

ClearWater Arts Center & Studios is located at 223 Crowell Drive NW Concord, NC 28025, less than one-half mile from Downtown Concord. The campus was formerly the City of Concord's old water treatment facility and was later used as the City's electric and stormwater utility operations facility. The idea for ClearWater was birthed in 2003 when the City requested feedback from the Gibson Village neighborhood residents to determine the best use of this facility as a part of the overall Center City Plan. City Council approved the idea of rehabilitating the buildings into an arts center as part of a community revitalization effort using Community Development Block Grant funding.

As a unique and vibrant gathering place for all, ClearWater Arts Center & Studios works to be an active, engaged, and inclusive arts center that will continue to touch the lives, passions, and imaginations of those who share a love for all types of arts. The City of Concord is seeking an architectural design partner to help achieve the vision for a more comprehensive art center, tailored to the City, by expanding the opportunities within the ClearWater campus. The area designated for expansion is in the unrenovated space of the ClearWell building, located at 235 Crowell Drive NW.

Within the proposal, the City seeks an architect/architectural firm who understands and shares the goals within their work of providing a purposefully designed space to potentially accommodate large-scale sculpture work which will both 1) house arts education activities and 2) act as a facility for artists to create their work.

The City will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by North Carolina and Federal laws.

II. SCOPE OF SERVICES

The following scope of design services, including civil, structural, mechanical, and electrical engineering services, as well as lighting, sound, and technology management, shall be provided by the architect/architectural firm selected for the unrenovated space located within the ClearWell building at 235 Crowell Drive NW. This project will be fully funded using U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Funds. Compliance with all applicable HUD regulations will be mandatory.

1. Analysis and Review

- a. Analyze and review all design, studies, and other relevant documentation completed to date.
- b. Design work should include all campus conceptual designs prepared to date along with completed renovations to encourage cohesiveness of the campus.

- c. Studies to include - existing site data, geotechnical surveys, adopted master plans, community surveys, bond feedback, etc., along with any historical documentation relevant to understanding the site, ClearWater, and the community.
- d. Identify additional studies or investigations that may be required to further document existing conditions.

2. Schematic Design

- a. Develop Schematic Design inclusive of preliminary engineering for civil, structural, mechanical, and electrical systems. Care is to be given to preserve existing murals on site.
- b. Prepare a Park and Recreation and Community Development staff approved site plan which will be reviewed by the City's Design Review Committee, including:
 - i. Approximate footprint of the building and general interior design features.
 - ii. The location of required parking and other site features.
 - iii. Thought towards construction within an active campus.
- c. Develop a preliminary cost estimate based on the schematic design.
- d. Provide value engineering as required.

3. Design Development

- a. Prepare design development, construction drawings, and contract documents based on the project and approved schematic design including site preparation needed. Special attention to be given to existing murals, public engagement of the activity, public safety, and limitations of interruptions for activities on campus and /or access to existing buildings.
- b. Prepare an interior design plan for the facility, including:
 - i. Location and specifications of all interior furnishings, whether freestanding or built in place.
 - ii. Estimates will include, but not be limited to, design and specifications of flooring, fixtures, security needs, lighting, cabinetry, doors, and trim work.

4. Contract Documents

- a. Develop construction drawings inclusive of all primary architectural components and engineering systems as well as secondary/specialty engineering systems.
- b. Develop a final cost estimate based on the construction document phase.

5. Bidding and Construction Administration

- a. Manage the construction bidding process in strict accordance with North

Carolina laws, Department of Housing and Urban Development regulations, and City of Concord ordinances and policies.

- b. Prepare and issue Bid-Ready Construction Documents consisting of a written Scope of Work including any narrative, specifications, or drawings needed for a complete Bid Package for the project.
- c. Provide construction administration services from the onset of construction through construction completion and final acceptance. This includes:
 - i. Coordinating with the City to advertise and distribute the Bid Package.
 - ii. Conduct an on-site Pre-Bid Conference and walk-thru tour for prospective bidders. Noting to prospective bidders, the campus will remain open and fully operational during construction. All efforts should be made to protect the public, access points will need to remain accessible, and limitations will be established for certain types of work to occur during designated hours.
 - iii. Attend the Bid Opening.
 - iv. Evaluate and rank all bids received and present recommendations to Concord.
 - v. Attend regularly scheduled progress meetings between the general contractor and City staff. Coordinate work schedule weekly with on-site staff to limit interruptions to operations.
 - vi. Perform periodic inspections of work performed along with City designated staff.
 - vii. Review and provide first level approval of pay applications from the general contractor throughout the construction phase.
- d. Prepare the necessary project close-out documents.

6. Warranty Period

- a. Ensure compliance with all applicable federal regulations and enforcement of project and product warranty(s).
- b. The architect/architectural firm will be responsible for ensuring that all applicable national and local codes and regulations related to the facility design are met.

7. Presentations

- a. Throughout the project, the architect/architectural firm will provide and participate in presentations to City staff and representatives, as required.
- b. Examples of such presentations could include the participation in charrettes with community groups, local arts organizations, as well as presentations to City Council.

III. **PROPOSER INFORMATION**

1. Schedule

Advertisement	April 25, 2025
Clarification Questions Due	May 2, 2025
Clarification Responses Issued (via email)	May 9, 2025
Proposal Due Date	May 16, 2025
Notification of Award	May 30, 2025

2. Clarification Questions

All clarification questions or requests related to this RFP should be sent in writing to **Jason Tryon, Deputy Parks and Recreation Director at the address below by May 2, 2025.** Any amendments to the RFP shall be made in writing and distributed on the City of Concord webpage <https://concordnc.gov/Departments/Finance/Purchasing/RFPs-RFQs-and-Bids> as an addendum.

Email: tryonj@concordnc.gov
Address: City of Concord, ClearWater RFP
c/o Jason Tryon, Deputy Parks and Recreation Director
147 Academy Avenue, NW
Concord, NC 28025

Firms should have no contact related to this project with elected officials or City of Concord employees other than as directed herein, during the RFQ process. Any such contact will be subject to immediate disqualification for consideration for this project. At the option of the selection committee, interviews may or may not be held with three or more of the applicants if it is determined to enhance the selection process.

3. Submissions

Submit one (1) original and one (1) copy of the firm's proposal to **Jason Tryon, Deputy Parks and Recreation Director**, at the above address. Please clearly label your response "Sealed Proposal for Final Phase of ClearWell Building". Late proposals will not be accepted. **All proposals must be received on or before 4:00 p.m. on May 16, 2025.**

No proposal will be accepted from, nor any agreement awarded to, any proposer or identified agent that is in arrears upon any debt or in default of any obligation with the City of Concord. No agreement will be awarded to any proposer or identified agent who is listed on either the North Carolina or Federal debarred vendor list. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the City of Concord.

4. Small and/or Minority-Owned Businesses

Efforts will be made by the City to utilize small businesses and women-and/or minority-

owned businesses.

5. Notification of Award

It is expected that a decision to select the successful firm will be made on or before May 5, 2025, unless otherwise noted in future addendums.

6. City of Concord Insurance Requirements

Upon execution of any contract between the proposer and the City, the proposer will be required to provide proof of the insurance coverage as described in Schedule “A.” Proposer is responsible to confirm any additional cost for insurance coverage prior to submitting a proposal.

IV. PROPOSAL CONTENTS

Each proposal shall be prepared simply and economically by avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Proposer shall, at a minimum, include the following in their Proposal:

1. Experience and Qualifications

The proposer should include a cover letter with the organization name and contact information. An introductory letter, including an Executive Summary stating your understanding of Concord, ClearWater and the project, along with why your firm should be chosen, and any general information the proposer wishes the selection committee to consider with the proposal.

The proposal should clearly outline the background and experience of the firm and the team members, consultants, and/or subcontractors who will be involved with the project by providing the following information of each proposed team member/consultant/subcontractor

- a. Name and job title for this project.
- b. Brief resume of all members who will work on the project.
- c. Firm for which others work (if consultant or subcontracted).
- d. Identifications of who will perform the architectural, mechanical, electrical, and structural design components along with how these will be integrated within workflow.
- e. Firm’s current work commitments. Specify Firm’s ability in a timeframe to complete the Services as required herein.

2. Assurance of Quality

- a. Describe methods you will use to ensure that the design and construction of the project will be completed on time and within budget.
- b. Include methods which will engage the public and art community for input on the design.

- c. Identify how the team will incorporate state-of-the-art operational design into the facility.
- d. Describe in detail the proposed on-site commitment during design and construction.
- e. Discuss how the design of the building will relate to and maintain the architectural character of the surrounding campus.
- f. Describe how you will ensure compliance with all applicable federal, state, and local laws and ordinances, including but not limited to those related to building codes and standards, and employment practices.

3. References and Samples of Work

- a. Provide client references (name, address, email and phone number) for a minimum of three projects of similar size and nature.
- b. One set of photographs or drawings that illustrate previous design projects.

4. Anticipated Timetable

- a. Provide an expected schedule with a timetable for all elements (items 1-7 listed in the Scope of Services).
- b. Provide benchmarks that will assist the City staff in gauging our adherence to the expected schedule.

5. MBE/WBE Participation

If the proposer is a Certified M/WBE Enterprise, include letter with proposal.

6. Veteran-Owned

If the proposer is a Veteran-Owned Business, include letter indicating company is 51% or more Veteran-Owned.

V. MISCELLANEOUS INFORMATION

1. Evaluation Criteria

A committee of representatives from the City of Concord will review and score the proposal against the following criteria. Note – the criteria are not necessarily listed in order of importance.

- a. Experience of Firm(s) in completing similar projects.
- b. Staff capacity.
- c. Quality of proposals relative to style, comprehensiveness, and content.
- d. A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- e. An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- f. Evaluation of the references submitted.
- g. M/WBE and/or Veteran-Owned Business Participation.

- h. Performance during the interview (if required).

**The above selection criteria are provided to assist proposers and are not meant to limit other considerations which may become apparent during the selection process.*

2. Understandings

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- a. Any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the City of Concord and is not a binding agreement.
- b. By submitting a proposal, the proposer agrees and understands that the City of Concord is not obligated to respond to the proposal nor is it legally bound in any manner whatsoever by the submission of the same.
- c. Any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents of the City of Concord, its elected officials, officers shall not be binding against the City of Concord, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the City of Concord Council, the Financial Department, and the City Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the City of Concord reserves the right, and may at its sole discretion exercise, the following rights, and options with respect to this Request for Proposals:

- a. To reject any or all proposals.
- b. To issue amendments to this RFP.
- c. To issue additional solicitations for proposals.
- d. To waive any irregularities in proposals received after notification to proposers affected.
- e. To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals.
- f. To conduct investigations with respect to the qualifications of each proposer.
- g. To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract.
- h. To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers.
- i. To select the proposal that best satisfies the interests of the City and not necessarily based on price or any other single factor.

- j. To interview the proposer(s).
- k. To request or obtain additional information the City deems as necessary to determine the ability of the proposer
- l. To modify dates.
- m. All proposals prepared in response to this RFP are at the sole expense of the proposer and with an express understanding that there will be no claim whatsoever for reimbursement from the City for the expenses of preparation. The City assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal.
- n. The City is not responsible for any internal or external delivery delays that may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be date and time stamped prior to the deadline.

VI. CONTRACT

After the selection of the successful proposer, a formal written contract will be prepared by the City of Concord and will not be binding until signed by both parties. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE CITY FOR SUBMISSION TO THE CITY OF CONCORD COUNCIL FOR APPROVAL. THE APPROVAL OF SAID COUNCIL WILL BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE CITY.

1. Indemnification & Insurance

The proposer accepts and agrees that language substantially in the following form will be included in the contract between the proposer and the City:

“In addition to, and not in limitation of the insurance requirements contained herein the proposer agrees:

- a. That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the City of Concord, the proposer shall indemnify and hold harmless the City of Concord, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the proposer or third parties under the direction or control of the proposer; and*
- b. To provide defense for and defend, at its sole expense, all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto. “*

Contractor shall maintain and cause all consultants to always maintain insurance policies with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, <input type="checkbox"/> \$2,000,000 per occurrence

Upon execution of any contract between the proposer and the City, the proposer will be required to provide proof of the insurance coverage as described in **Schedule "A."**

2. Intellectual Property Rights

The proposer accepts and agrees that language substantially in the following form will be included in the contract between the proposer and the City:

All deliverables created under this Agreement by the proposer are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the proposer hereby assigns to the City all rights, title, and interest (including ownership of copyright) in such deliverables and such assignment allows the City to obtain in its name copyrights, registrations and similar protections which may be available. The proposer agrees to assist the City, if required, in perfecting these rights. The proposer shall provide the City with at least one copy of each deliverable.

The proposer agrees to indemnify and hold harmless the City for all damages, liabilities, losses, and expenses arising out of any claim that a deliverable infringes upon the intellectual property right of a third party. If such a claim is made, or appears likely to be made, the proposer agrees to enable the City's continued use of the deliverable, or to modify or replace it. If the City determines that none of these alternatives are reasonably available, the deliverable will be returned.

All records compiled by the proposer in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications, and all other similar recorded data, shall become and remain the property of the City. The proposer may retain copies of such records for its own use.

3. Non-Collusion

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of North Carolina and the City of Concord, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any City employee, officer or official.

4. Conflict of Interest

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the City of Concord. Further, all proposers must disclose the name of any City of Concord employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the City. The existence of a conflict shall be grounds for termination of a contract.

5. Compliance With Laws

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state, and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers, and the award of contracts are subject to provisions of all Federal, State, and County laws, rules, and regulations.

6. Contents of Proposal

The North Carolina Public Information Law as set forth in North Carolina Public Records Law, G.S. §132-1., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the North Carolina Public Records Law shall:

- I. Insert the following notice in the front of its proposal:

“NOTICE - the data in this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal but understands that any disclosure will be limited to the extent that the City considers proper under the law. If the City enters into an agreement with the proposer, the City shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

- II. Clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page" * **THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The City assumes no liability for disclosure of information so identified, provided that the City has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal, which is accepted by the City, except portions "Protected from Disclosure," may become part of any agreement resulting from this RFP.