

REQUEST FOR QUALIFICATIONS

DESIGN-BUILD SERVICES

FOR

REVITALIZATION AND EXPANSION OF EUBANKS

PARK

RESPONSES ARE DUE NO LATER THAN

Friday, April 16, 2021 at 11:00 AM (Local Time)

TO:

**Sherry Bodden
Purchasing Coordinator
PO Drawer 1768
519 N Goose Creek Blvd
Goose Creek, SC 29445**

Properly submitting a response to this solicitation to the Purchasing Office at Goose Creek City Hall on or before the due date and time will be the sole responsibility of the proposer. The City of Goose Creek will in no way will be responsible for delays caused by overland or electronic delivery systems. It is the sole responsibility of the proposer to confirm that a response has been received on or before the due date and time.

Contact: Sherry Bodden
sbodden@cityofgoosecreek.com
843-797-6220, ext. 1109

REQUEST FOR QUALIFICATIONS

SCOPE OF SERVICES: The City of Goose Creek is pursuing a Qualifications Based selection process to secure the services of an experienced Design-Build Firm ("Firm") for the expansion of a community park ("Project") currently known as Eubanks Park. Services may include among other things, site and civil engineering design and construction; splash pad design, engineering and construction; farmer's market pavilion design, engineering and construction; restroom and community room design, engineering and construction; two basketball court design, engineering and construction; pickle ball court design, engineering and construction, sand volleyball court(s) design and construction; food truck court design, engineering and construction and amenity and support buildings design, engineering and construction.

The City's tentative schedule for this Request for Qualifications is as follows:

RFQ Issue Date	February 26, 2021
Mandatory Pre-Proposal Conference	March 5, 2021
Cut-off Date for Questions	April 2, 2021
Opening of Proposals	April 16, 2021
Proposal Evaluations	April 16-May 10, 2021
Selection of Design/Build Team	May 11, 2021

The City reserves the right to delay or modify scheduled dates and will notify all identified proposers of such changes.

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on **March 5th at 10:00 AM** at Eubanks Park- 125 Old Moncks Corner Road to review the specifics of this solicitation and visit the site. Due to COVID meeting time may change depending on the number of inquires we receive.

Interested parties can contact **Sherry Bodden, Purchasing Coordinator** via email at sbodden@cityofgoosecreek.com to register for updates and receive preliminary site information.

We look forward to your active participation in this solicitation.

Sincerely,

Sherry Bodden
Purchasing Coordinator

PURPOSE - The City of Goose Creek is accepting Request of Qualifications (RFQ) from Design/Build firms employing professional architects and professional engineers, registered in the State of South Carolina, with expertise in public splash pads and parks. Applicants must be knowledgeable of South Carolina pool regulations and laws and aware of related Federal laws for inclusion in the Design/Build of a Splash Pad/Handicapable Park. If proposer intends to provide construction services, the Design/Builder must be licensed to perform such work in the State of South Carolina.

RFQ DUE DATE - The City of Goose Creek will accept RFQ responses through FRIDAY, April 16 at 11:00am. The City of Goose Creek is not responsible for, and will not accept, RFQ responses which are received late due to mail or electronic delivery service delays. Electronic delivery is assumed not to have been received by the City of Goose Creek unless the Proposer requests and receives an electronic "Read Receipt" before the due date and time.

SUBMITTAL OF RFQ'S - The RFQ must be submitted to the Purchasing Agent of Goose Creek by the Due Date and Time. Four hard copies (4) of the RFQ response and a jump/thumb drive of scanned files (Microsoft Word and/or Adobe PDF) must be received in a sealed envelope and addressed to:

By Mail:
Sherry Bodden,
Purchasing Coordinator
City of Goose Creek
City Hall
PO Drawer 1768
Goose Creek, SC 29445

In- person
Sherry Bodden,
Purchasing Coordinator
City of Goose Creek
City Hall
519 N. Goose Creek Blvd.
Goose Creek, SC 29445

RFQ REQUIREMENTS - The RFQ response must include the following information in this specific order:

1. Legal name of the firm providing Design/Build Services;
2. Firm address;
3. If a Joint-Venture, provide executed copy of Joint Venture Agreement;
4. Copy of necessary licenses to perform the Scope of Work;
5. Contact person within the firm to receive all RFQ communications;
6. Name of person in firm authorized to obligate the firm;
7. Organization chart of the companies composing the team to perform the Design/Build services. At a minimum, provide:
 - a. Prime firm (directing all activities);
 - b. Design and engineering team members and design consultants;
 - c. Contractors, specialty contractors and/or primary subcontractors selected for the team; and
 - d. Other critical team member companies.
8. Organization chart for prime firm's key staff members assigned to the project with a description of responsibilities to be performed by each staff member;
9. Resumes for prime firm's key staff members;
10. Organization chart for lead design and engineering professionals;

11. Resumes for lead designers and engineers;
12. Narrative outlining the qualifications of the prime firm, years in business, experience with Design/Build services, similar water park experience of the firm, and two (2) project references;
13. Narrative outlining the qualification of the design firms, years in business, experience with Design/Build services, similar park and splash pad experience of the design firm, and two (2) project references;
14. Narrative outlining the qualification of any specialty subcontractors, years in business, experience with Design/Build services, creativity and theming experience, similar park experience of the design firm and two (2) project references;
15. Narrative outlining an understanding of the project and proposed methodology and approach to managing the Design/Build effort to include:
 - a. Project communications plan,
 - b. Project scheduling,
 - c. Design reviews and approval,
 - d. Budget development and approvals,
 - e. Permitting,
 - f. Competitive bidding,
 - g. Guaranteed Maximum Price contract,
 - h. Construction meetings,
 - i. Safety/Quality programs,
 - j. Project completion/punch list process,
 - k. Project closeout - the City would like to occupy the completed park on or before June 1, 2022, and
 - l. Warranty management and upon project completion, furnish three paper sets and one electronic copy of the contract record drawings/backup documentation.
16. An indication of ability to Bond the project or ability to provide a Letter of Credit for \$5,000,000;
17. Proof of required insurance to perform the proposed work; and
18. Provide a Conflict-of-Interest Statement that the prime firm, its consultants and sub-contractors have no conflicts of interest with the City of Goose Creek, any the City's employees, and that no member of the proposed team has a family member employed, elected or appointed to any public position with the City of Goose Creek who may have influence over this project or would benefit financially by the selection of this proposed team.

RFQ FORMAT AND EFFICIENT PREPARATION:

Firms should carefully follow the format and instructions outlined herein and above. All responses are to be submitted on 8 ½" x 11" pages, neatly typed, page numbered and indexed to the RFQ Requirements. RFQs should not exceed one hundred (100) numbered pages. At its sole discretion, the City of Goose Creek can

determine if any and all Responses are compliant. Proposers will not be compensated for the preparation of this Request for Qualifications.

ORAL PRESENTATIONS:

At its sole discretion, the City of Goose Creek may request one or more identified Firm(s) to participate in an oral presentation of the information provided in its RFQ submission. Such presentations would take place during the **Proposal Evaluations (April 16 - May 10, 2021)** period.

CONTRACT AWARD:

The City Council of Goose Creek must provide approval of the contract for the preferred Design/Builder, approve the design, approve the schedule and approve of the final construction budget. Upon selection of the preferred Design/Builder, terms and conditions of the Design/Build contract will be negotiated. If negotiations are unsuccessful with the preferred Design/Builder, the City of Goose Creek reserves the right to initiate negotiations with the next preferred Design/Builder, cancel the procurement or request new solicitation for qualifications.

BUSINESS LICENSE REQUIREMENT

It is required that each contractor/firm and sub-contractor awarded a contract agreement with the City of Goose Creek, either secure a business license or update their current business license for the contract amount for the work being done inside the city limits. The successful contractor/firm is required to contact the Business License Office at 843.797-6220.

PROFESSIONAL INSURANCE REQUIREMENTS AND INDEMNIFICATION

The successful firm shall procure and maintain insurance for protection from claims under workers' compensations acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees; claims for damages because of injury to or destruction of property, including loss of use resulting therefrom; claims caused by professional errors, acts, or omission; and any other insurance prescribed by law. The successful firm shall name the City of Goose Creek, South Carolina, its elected and appointed officials, officers, and employees "Additional Insureds" as their interests may appear but only with respect to services performed or provided by successful firm on behalf of the City under Consultant's commercial general liability insurance policy. The successful firm shall, within 10 days of the full execution of any contract resulting from this RFQ, provide the City's Risk Management Office with a certificate(s) of insurance evidencing the coverages required above and containing an endorsement to the effect that any cancellation or non-renewal shall not be until 10 days after the insurer or the selected firm gives written notice to the City.

Without limiting the provisions of paragraph above, the selected firm shall during the term of any contract resulting from this purchase and maintain insurance with limits not less than those set forth below:

The successful firm shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in case any such services are sublet, the firm shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such. The worker's compensation insurance shall contain no exclusions for anyone who will be working "on site".

Employer's Liability Insurance - \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee

Commercial General Liability Insurance - \$1,000,000 per occurrence (bodily injury and property damage) / \$1,000,000 general aggregate Automobile Liability Insurance - \$1,000,000 combined single limit (bodily injury and property damage), each accident. The City of Goose Creek will need to be listed as an additional insured.

Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 general aggregate

Professional Services: The selected firm shall indemnify and hold the City of Goose Creek, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by any negligent act, error, or omission in the performance and furnishing of the selected firm's professional services under any contract resulting from this RFP, including any negligent act, error or omission of any individual or entity directly or indirectly employed by the selected firm to perform any of the work or anyone for whose acts, errors, or omissions the selected firm may be liable, regardless of whether or not caused in part by a party indemnified hereunder.

Other Than Professional Services: With respect to all acts or omissions of the selected firm, or any individual or entity directly or indirectly employed by the selected firm to perform any of the work or anyone for whose acts, errors, or omissions the selected firm may be liable, which do not arise out of or result from the performance of professional services, and which may be covered by employer's liability insurance, commercial general liability insurance, automobile liability insurance, or other general liability insurance, the selected firm shall indemnify and hold the City of Goose Creek, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the

extent caused by or arising out of the selected firm's negligent acts of commission or omission (or those of or any individual or entity directly or indirectly employed by the selected firm to perform any of the work or anyone for whose actions or failure to act the selected firm may be liable) during the performance of this Agreement.

A separate performance and/or materials bond may be required.

The selected firm shall require any subconsultants and subcontractors to purchase and maintain insurance with limits not less than those required above to be purchased and maintained by the selected firm. In addition, the selected firm shall require any subconsultants and subcontractors to assume the selected firm's indemnification obligations under any contract resulting from this RFQ to the extent they relate to the subconsultant's or subcontractor's obligations under any contract with the selected firm.

The City of Goose Creek reserves the right to reject any or all Proposals with or without cause; to waive any and all irregularities with regard to the specifications; and to make awards in the best interest of the City.

All inquiries regarding the RFQ must be directed to Sherry Bodden, Purchasing Coordinator, City of Goose Creek via email to sbodden@cityofgoosecreek.com. Contacting any other employee of the City of Goose Creek or its elected officials regarding this solicitation may be considered to create a conflict of interest and jeopardize a firm's response.