



Request for Qualifications (RFQ)

For

Construction Manager at Risk (CM@R) Services

For

City of Goose Creek Event Center & Council Chamber Renovation

Issued: January 29, 2024

Submittals Due: Friday, March 1, 2024, by 11:00AM EST

Contact: Sherry L Bodden Purchasing Coordinator

E-mail: sbodden@cityofgoosecreek.com

Phone: **843-797-6220 ext 1109**

Introduction

The City of Goose Creek, SC (“City”) is seeking to hire a qualified Construction Manager at Risk firm (“CM@R”) to provide preconstruction and construction management services for a new event center (“Project”). Through this Request for Qualifications (“RFQ”), the City is seeking Qualifications Statements from interested and qualified firms.

The Project will be constructed at 519 N Goose Creek Boulevard.

The Project will be the construction of a new building to house Goose Creek City Council Chambers and a flexible event space, available for public rent with required support spaces. The work will also include the renovation and repurposing of existing Council Chambers housed within the existing Marguerite H. Brown Municipal Center.

The new building will be located on the existing municipal campus serving the City of Goose Creek, located adjacent to the existing buildings. The program size for the new Council Building is estimated to be 11,000 SF and the renovation area is estimated to be 2,400 SF.

The City has retained the services of a design consultant, McMillan Pazdan Smith Architecture, to develop and design the construction documents to be used as a basis of the design.

The CM@R must have experience as the prime at-risk contractor, design builder, or construction manager (either individually or as the major joint venture partner) for the construction of a minimum of three (3) similar size or larger facilities to be considered for further evaluation.

Scope of Work

The specific scope of work for the selected CM@R for the Project will be defined in the construction management agreement. However, at a minimum the following services are required of the CM@R:

- Provide preconstruction phase services including cost estimating, life-cycle cost analysis, value engineering, constructability reviews, scheduling, phasing plans, etc.
- Provide and maintain Request For Information (“RFI”) and submittal logs
- Develop and maintain a master project schedule
- Prepare and maintain a cash flow analysis
- Define and prepare scopes of work for bid packages
- Develop a site management plan
- Provide construction management and general contracting services
- Develop a phasing and sequencing plan
- Establish and maintain quality control standards
- Provide Guaranteed Maximum Price (“GMP”)

Project Schedule

The project is currently entering the Design Development Phase, and the Construction Document Phase is expected to be complete in December of 2024. The City will require that the CMAR assist with defining the project delivery schedule, including establishing the date for Substantial Completion of the Project, and cost estimating.

Qualifications Statement Submittal Requirements

The following components shall be submitted to the City in a concise manner as part of the response to this RFQ. Failure to include all of the elements specified below may be cause for rejection. Additional information may be provided, but shall be succinct and relevant to this RFQ. Submittals shall be limited to 50 pages. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Qualifications Statements shall correspond to the sections below:

1. Exhibit "A" Certification Form

- a. An authorized representative of the firm is required to certify the accuracy of all information contained in your firm's submittal by executing the certification form attached to this RFQ and titled **Exhibit "A" Certification**.

2. Firm Information

- a. Firm name, mailing address (include physical location if mailing address is a P.O. Box), contact person, telephone number, and e-mail address.
- b. Type of organization (joint venture, partnership, limited partnership, corporation, etc.). If submitting as a joint venture, the firm shall provide a summary of the draft agreement terms.
- c. Firm history, including background of firm's executive management and number of years the firm has been in business.
- d. Financial information:
 - i. Firm's total annual construction volume for the past five (5) years.
 - ii. Name and contact information of the firm's bonding company.
 - iii. Letter from the surety indicating the firm's current bonding capacity and the surety's willingness to bond the Project.
 - iv. A.M. Best rating for the firm's surety, and its status to do business in South Carolina.
- e. Has the firm, or joint venture partner, ever been involved in litigation or arbitration with an owner of a similar facility? If so, please describe each instance, giving specific detail regarding the reasons for the claim and amount in dispute. Explain how the claim was resolved.
- f. Firm's experience modification rating (EMR) for the last 3 years.

3. Relevant Experience and Capabilities

- a. Provide confirmation that the firm and its team members are licensed to provide construction management services in South Carolina.
- b. Demonstrate the firm's experience in constructing event center projects. Provide three (3) or more examples where the firm has provided construction management services for projects similar in size and complexity to the Project. The selected projects should demonstrate the firm's capability, creativity and unique problem solving skills, budget and schedule compliance, and added value. The following information shall be provided for each project:
 - i. Owner and location of the project
 - ii. Completion date or status of the project
 - iii. Brief project description highlighting its key elements
 - iv. Capacity and square footage of the project
 - v. Key personnel proposed for this project that were involved in the project
 - vi. E-mail and telephone number for client references
 - vii. Initial project budget, final cost, and type of contract

4. Project Team

- a. Identify the key personnel who will be assigned to the Project.
- b. Identify the firm's single point of contact for the entire Project.
- c. Provide an organization chart clearly defining all individuals proposed for the Project.
- d. Provide resumes for each individual listed above, including the following:
 - i. Name and title
 - ii. Years of experience
 - iii. Years with firm
 - iv. Office location
 - v. Education, certifications, licenses, and/or special training
 - vi. Description of role and key responsibilities for the Project and level of involvement in each phase
 - vii. Listing and description of relevant project experience
- e. Identify the level of commitment to the Project for each key personnel, including the project executive and lead project manager(s).

5. Project Approach: Provide a narrative describing the firm's approach to the Project. The following items shall be addressed specifically:

- a. Discuss approach to project controls, including scope, schedule, budget and cost control, and construction quality control with examples of past success.
- b. Describe procurement plan to ensure completion of the Project on a timely basis.
- c. Describe practices and processes in monitoring and managing construction activities and subcontractor performance so as to minimize requests for change orders and avoid or mitigate construction related disputes.
- d. Indicate whether the firm would propose to self-perform any work on the Project and, if so, the nature of the work and the firm's capability to self-perform.
- e. Describe how the firm will ensure competitive pricing and on-time, quality performance by its subcontractors.
- f. Describe the firm's approach to creating a competitive procurement environment for the benefit of the Project.
- g. Describe the firm's experience implementing apprenticeship and/or work for development programs.

6. Minority Participation: Describe the program (plan) that your company has developed to encourage participation by Minority and other HUB firms to meet or exceed the goals set by South Carolina Code of Laws Section 11-35-5240. Attach a copy of that plan to this proposal. Provide documentation of the Minority and other HUB participation that you have achieved over the past two years on both public and private construction projects. Outline specific efforts that your company takes to notify Minority and other HUB firms of opportunities for participation. Indicate the minority participation goal that you expect to achieve on this project. The CM@R will be required to submit a final plan for compliance with Section 11-35-5240 for City approval prior to soliciting bids for the Project's first tier subcontractors.

Selection Criteria

Qualifications Statements will be evaluated by the Selection Committee based on the firms' ability to meet the requirements of this RFQ. The primary evaluation criteria include:

Experience providing preconstruction and construction management services for similar projects;

1. Approach to the Project;
2. Ability to meet the established schedule;
3. Qualifications and abilities of key individuals proposed for the Project;
4. Client references; and
5. An office in South Carolina, and/or extensive experience in South Carolina.

Submission Process and Timeline

Qualifications Statements shall be submitted in both electronic and hard copy no later than **11 a.m. EST on Friday, March 1, 2024**. Responses must be prepared in conformance with the guidelines described in this RFQ. Responses received after the deadline will **not** be considered.

Electronic qualification statements shall be submitted electronically in PDF format to sbodden@cityofgoosecreek.com. E-mail subject line must be as follows: **“CM@R Qualifications Statement - City of Goose Creek Event Center & Council Chamber Renovation.”**

In addition, five (5) bound hard copies shall be mailed to: Sherry L Bodden, Purchasing Coordinator, City of Goose Creek, 519 N Goose Creek Blvd, Goose Creek, SC 29445. Paper copies must also be received by the deadline.

All responses are subject to public disclosure under the South Carolina Public Records Law. To the extent permissible by law, the City agrees to keep confidential any confidential proprietary information included in a response, provided that: 1) the respondent identifies the confidential proprietary portions of the response; 2) the respondent identifies as confidential and proprietary only those portions of the submittal that actually are confidential and proprietary; and 3) the respondent states why protection is necessary. Respondents shall not designate their entire response as confidential and proprietary, nor shall they so designate information that is already public.

In submitting a Qualifications Statement, each firm agrees that the City may reveal any materials contained in such response to all the staff and the officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the City to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret.

The schedule for this procurement of the CM@R is as follows:

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| 1. Issue RFQ | January 29, 2024 |
| 2. Deadline for Questions / Clarifications | February 16, 2024 |
| 3. Submittals Due | March 1, 2024 by 11AM EST |
| 4. Review RFQ | March 4 – March 8, 2024 |
| 5. Owner/Architect Meeting | March 12, 2024 Time TBD |
| 6. Optional Interviews of Short List | March 14, 2024 |
| 7. Present to Council | April 9, 2024 |
| 8. Notice of Award | April 12, 2024 |
| 9. Selected CM@R Prelim. SD Cost Estimate | 2 nd Quarter 2024 |

Conditions and Reservations

The City reserves the right to refuse and reject any or all responses to the RFQ, to advertise for new RFQ responses, or to accept any RFQ response deemed to be in the best interest of the City in its sole and exclusive discretion. The City reserves the right to waive technicalities and informalities. The City reserves the right to negotiate with one or more firms and is not obligated to enter into any contract with any respondent on any terms or conditions.

A response to this RFQ shall not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning your firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of the State of South Carolina.

Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and your firm execute a contract.

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.

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.

Indemnity Provision

Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of injury, or alleged injury (including death) to any person, or damage, or alleged damage to property of The City of Goose Creek or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the contractor, his subcontractors, agents and employees, including losses, expenses or damages sustained by The City of Goose Creek, and agrees to indemnify and hold harmless The City of Goose Creek, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, contractor agrees to purchase and maintain during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Insurance Requirements

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, as additional insured. The City of Goose Creek, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage will contain no special limitation on the scope of protection afforded to The City of Goose Creek, its officials, employees or volunteers.

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. Workers' compensation limits as required by the laws of the State of South Carolina. Employer's Liability Insurance - \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee

Insurance Requirements (continued)

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.

The contractor will purchase and maintain “all risk” property insurance on the insurable portion of the project. This insurance will include The City of Goose Creek, the contractor and subcontractors and will be written on a 100% completed value basis, such insurance to remain in force until the project is completed and accepted by The City of Goose Creek. If not covered under the “all risk” insurance, the contractor will affect and maintain similar property insurance on portion of the project stored off the site or in transit when such portions of the project are to be included in any application for payment

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.

EXHIBIT "A"
CERTIFICATION

I _____ (print full name), being an authorized representative of _____ (print full legal name of firm), certify that all information contained in the following qualification package for Construction Manager at Risk Services, including its forms and other documents, delivered or to be delivered to the City of Goose Creek, is true, accurate, and complete. This qualification package includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City of Goose Creek as to any material facts.

Represented and Warranted By: _____
(Signature)

Title _____
(Print)

Contact: _____
(Phone)

(Email)

Date Certified / Signed: _____