

**City of Isle of Palms, South Carolina**  
**Request for Qualifications (RFQ) 2018-01—REVISED**  
**Design Build Project - Public Safety Building Repairs**

In compliance with the City’s Procurement Ordinance, the City of Isle of Palms, South Carolina is soliciting Statements of Qualifications (SOQs) from companies interested in contracting to serve as the Design Builder for the restoration of the City-owned Public Safety Building located at 30 J.C. Long Boulevard Isle of Palms, SC 29451. The City’s primary objective in utilizing the Design Build approach is to bring the best available integrated design and construction experience to this project while ensuring that a quality project is delivered in an expedited manner.

Selection will involve a two-step process: (1) Qualifications phase: all interested Design Build teams must submit qualifications as outlined in this RFQ; and, (2) Request for Proposal (“RFP”) Phase: The City will identify a short-list based on evaluation of the RFQ criteria that will be issued the Request for Proposals documents.

The City reserves the right to waive irregularities and the right to reject any submissions at any point during the selection process. The City also reserves the right to approve all sub-consultants and team members.

**Deadline for Questions:** The deadline for questions is **5:00 p.m., Eastern Daylight Time, August 24, 2018**. Offerors should send questions regarding this RFQ to Fire Chief Ann Graham, in writing or email to [anngraham@iop.net](mailto:anngraham@iop.net). Questions received before the deadline will be answered via addendum posted on the City’s website at <https://www.iop.net/requests-for-bids-proposals> . Questions received after the deadline will not be answered.

If an addendum is issued, respondents must acknowledge receipt of the addendum with the submittal of the SOQ.

**Deadline for Submission:** The deadline for submission of SOQs is **5:00 p.m., Eastern Daylight Time, September 7, 2018**. Statements of Qualifications should be submitted to the following:

Desirée Fragoso, Interim City Administrator  
1207 Palm Boulevard  
Post Office Box 508  
Isle of Palms, South Carolina 29451

SOQs must be received in a sealed envelope, clearly marked **RFQ 2018-01 “Design Build Project - Public Safety Building Repairs.”** and include one (1) hard copy and one (1) electronic copy saved to USB Flash Drive. The City accepts no responsibility for electronic submissions, and it will be the responsibility of the Respondents to verify receipt by the City.

**Proprietary and/or Confidential Information:** Your SOQ is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be

treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your proposal. All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. All information not so denoted and identified will be subject to disclosure by the City.

## **I. Project Overview**

The Public Safety Building is approximately 31,000 square feet and was completed in 2009. The existing structure is not considered structurally deficient but shows significant signs of deterioration. Based on an engineering assessment, the following elements of the building are compromised:

- Apparatus Bay/Parking Garage Doors – The apparatus bay doors are exhibiting significant corrosion, window gasket failures, and insulated glass panel failures.
- Building Envelope – The building envelope needs attention to the installation of flashing, siding, soffits, stucco, and trim.
- Diesel Fuel Line – There are two main concerns related to the fuel pipe system: no emergency overflow piping exists from the generator back to the underground storage tank, and the interior fuel pipe leaks at numerous pipe joints and connections.
- HVAC – There are numerous factors contributing to compromised air quality, temperature, and relative humidity issues within the building.
- Roof – The standing seam metal roof requiring the roof needs to be replaced.

## **II. Submission Requirements**

The following information must be submitted in response to this RFQ in the order indicated below. Submission packages shall not exceed 20 pages, single-sided.

Cover Letter (with the following elements):

- Statement of interest in the project
- Identification of the point of contact for this RFQ process with telephone number and e-mail address
- Name, address, telephone, e-mail, and website for the prime firm
- Signature of a duly authorized principal
- Indicate form of business, (e.g., corporation, partnership, joint venture, or sole proprietorship)

## **1. Team Strength and Capacity:**

- a. Years in business
- b. Firm(s) history
- c. Number of full-time employees by the following categories:
  - Architecture / Engineering / Interior Design
  - Construction
- d. Firm(s) capacity: Demonstrate the level of commitment and current work under contract for both the firm and the personnel proposed for the project.
- e. Financial strength and capacity.

## **2. Team Competence and Experience:**

- a. Provide evidence of the technical training, education, and experience of the firm's personnel and key consultants who would be assigned to perform the services, including the proposed architect of record, the design professionals and the construction professionals.
- b. Provide evidence of common experience between the key team members on project(s) of similar scope and complexity.
- c. Provide evidence of the firm's ability in terms of workload and availability of qualified personnel, equipment, and facilities to perform the required design-build services competently and expeditiously with such documentation to include experience with the design-build delivery method including familiarity with the process, risks, and responsibilities.
- d. Past performance of the firm, including the firm's proposed architect of record, as reflected by the evaluation of previous clients with respect to such factors as control of costs, quality of work, dispute resolution, meeting deadlines and meeting diversity and inclusion goals as may have been required by law.

## **3. Design and Construction Management Experience:**

- a. Local government experience.
- b. Demonstrate success record on commercial projects with construction challenges needing remediation.
- c. Familiarity with local construction market, including working relationships with local subcontractors and suppliers.
- d. Litigation history for the past 5 years.

## **4. Project Profiles (minimum of 5)**

Provide profiles of projects that best illustrate the team's experience and capabilities. For each project, please provide the information below (a-j) in a consistent format. Images of projects are encouraged. One additional page per project (above the prescribed submission limit of 20) will be allowed for images of projects or a link to a project website may be provided.

- a. Project name
- b. Client name
- c. Identify if the institution is public or private
- d. Provide contact name and phone number
- e. Key team members (partner firms)
- f. Location (state)
- g. Size (gross square footage)
- h. Construction type (masonry, steel, wood, or hybrid)
- i. Construction cost
- j. Project schedule (design duration, construction duration, completion date)

### **III. Selection Process and Criteria**

The City of Isle of Palms staff and the Real Property Committee, will screen the most highly qualified companies/teams from those submitted and will rank them according to their capacity to perform the proposed work. The City will consider the following criteria (maximum points indicated in parentheses) to identify the short-list of Respondents who will advance to the RFP phase:

1. Team Strength and Capacity (15 points)
  - a. Firm(s) strength and history (5 points)
  - b. Financial strength (5 points)
  - c. Firm(s) capacity (5 points)
2. Team Competence and Experience (35 points)
  - a. Common experience (5 points)
  - b. Design-Build experience (10 points)
  - c. Qualifications of key personnel (20 points)
3. Design and Construction Management Experience (40 points)
  - a. Public safety or municipal experience (10 points)
  - b. Ability to meet the City's program, design, and construction quality standards (20 points)
  - c. Familiarity with the local construction market (10 points)
4. Overall quality of submission (10 points)

### **V. Notes**

1. After the RFQ phase, the selected short-listed teams may not make any significant changes to the composition of the team's member firms, personnel assignments, and individuals' roles and responsibilities without the City's written approval.
2. City expects that planning, design and construction will be complete 12 months from award of contract by the City.

STATE OF SOUTH CAROLINA	)	AGREEMENT FOR DESIGN BUILD PROJECT
	)	PUBLIC SAFETY BUILDING REPAIRS
COUNTY OF CHARLESTON	)	

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Isle of Palms, S.C. (“City”) and \_\_\_\_\_ (“Design/Builder”).

WHEREAS, City desires to engage the services of Design/Builder to provide certain design and construction services for the Public Safety Building Repairs (the “Project”); and

WHEREAS, Design/Builder agrees to perform the services pursuant to the terms and conditions hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Design/Builder agree as follows:

1. Scope of Services.

- A. Design/Builder agrees to provide all labor, equipment, tools, materials, supplies, and incidentals which are required to perform all services for the Project, pursuant to the proposal submitted by Design/Builder to City dated \_\_\_\_ (the “Proposal”), a copy of which is attached hereto as “Exhibit I” and made a part of this Agreement by reference thereto. In the event of a conflict between any provision contained in the Proposal and any provision contained in this Agreement, the terms of this Agreement shall control.

B. Design/Builder agrees to use its best skill and attention and be solely responsible for all means, methods, techniques, sequences, and procedures in the performance of the services under the Project. Design/Builder hereby warrants to City that all services on the Project shall be performed according to applicable professional Architecting standards. Design/Builder agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Design/Builder pursuant to this Agreement.

2. Contract Price. For all services to be performed by Design/Builder on the Project, City

agrees to pay to Design/Builder the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ .00) Dollars, payable as set forth in Exhibit I.

3. Time of Performance. Design/Builder understands the time sensitivity of the Project and

agrees to complete the services on the Project in timely manner in accordance with the Project schedule set forth in Exhibit I. Provided, however, that if performance by the Design/Builder is delayed for reasons or causes beyond the control of Design/Builder (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City, and casualty losses) the Project completion date shall be extended accordingly.

4. Change Orders. The City has the right to require alterations or changes (“Change Orders”) to the Project and in such case Design/Builder agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Design/Builder in writing prior to the commencement of the Change Order.

5. Permits, Fees and Licenses. Design/Builder agrees to apply for, obtain and pay for all

governmental permits, fees and licenses necessary for the Architect's performance and completion of the services under the Project (including, but not limited to, a City business license).

6. Indemnification and Insurance.

A. Design/Builder agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Architect's performance of the services under this Agreement. In the event of any such claims made or suits filed, City agrees to give Design/Builder written notice thereof, and Design/Builder shall have the right to defend or settle the same to the extent of its interests hereunder.

B. Design/Builder shall procure, and maintain in effect during the term of this Agreement, insurance coverage in amounts and on terms not less than set forth below:

1) General Liability: Comprehensive general liability insurance coverage on the services under the Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage;

2) Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000.00 each occurrence;

3) Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Design/Builder in the amount of \$1,000,000.00 per claim and in the aggregate; and

4) Workers' Compensation: Design/Builder agrees to maintain workers' compensation coverage on its employees as required by the State of South Carolina workers' compensation laws.

All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Architect. Each policy shall contain a requirement that, in the event of change or cancellation, 30 days' prior written notice must be given to City.

C. Design/Builder agrees that any subcontracts for this Project shall be approved in advance in writing by City; shall provide that City is an intended third-party beneficiary of the subcontract; shall require that all subcontractor work be performed in accordance with the requirements of this Agreement, including all indemnification and insurance requirements set forth in this Section 6; and shall provide that City is named as an additional insured on all such insurance policies. Proof of subcontractor's insurance shall be provided to City prior to commencement of any work by subcontractor.

7. Breach. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement.



8. Site Investigation. Design/Builder acknowledges that Design/Builder has inspected the service

areas and has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Design/Builder contemplates may in any way

the work under this Agreement.

9. Notices. All notices, consents, and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative: Desirée Fragoso, Interim City Administrator  
Address: PO Box 508, Isle of Palms, SC 29451

(Architect):

Representative:  
Address:

10. Mediation. Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the

initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

11. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes and nullifies all prior or contemporaneous agreements or representations by either party which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended only by a written agreement signed by each party.

12. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

13. Governing Law; Severability. This Agreement is governed by and shall be construed

and interpreted in accordance with the laws of the State of South Carolina, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

14. Binding Agreement. This Agreement shall be binding upon and inure to the benefit

of the parties hereto and their respective successors and permitted assigns.

15. Subcontracting and Assignment. Design/Builder agrees not to enter into any subcontracts,

leases, agreements, or assignments pertaining to this Agreement or any interest or right herein, either voluntarily or by operation of law, without prior written approval of City.

16. Section Headings. The headings of Sections or paragraphs used in this Agreement

have been inserted for convenience only and are not to be used in determining the contents contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals,  
by and through the undersigned officers, as of the date stated above.

WITNESS:

The City of Isle of Palms, S.C.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

(as to City)

\_\_\_\_\_ (Architect)

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

(as to Architect)

EXHIBIT I

(Attach Architect's Proposal, dated \_\_\_\_\_)