

SOLICITATION OF SEALED RESPONSES TO REQUEST FOR QUALIFICATIONS

Notice is hereby given that the City of Clemson is requesting sealed Qualifications for:

Dawson Park Bathroom Facility

Sealed qualifications must be mailed to the **City of Clemson, 102 Nettles Park Road, Clemson, SC 29631**. The deadline for receiving sealed qualifications is **12:00 p.m., Thursday, March 17, 2022** in the Parks and Recreation Office at 102 Nettles Park Road; at which time they will be opened publicly and read aloud. Sealed qualifications received after the specified time of closing will be returned unopened.

Sealed qualifications must be submitted in a sealed envelope & marked:

“Dawson Park Bathroom Facility”

The City of Clemson is seeking to receive sealed qualification from a professional qualified contractor for providing all the necessary tasks, including all material and supplies for the construction of a bathroom facility at Dawson Park.

Therefore, it is in the best interest of the City of Clemson to obtain the services of the highest qualified general contractor to assist in providing the City with **all the necessary tasks, including providing and purchasing all materials and supplies for the Construction of the Dawson Park Bathroom Facility.**

Qualified general contractor will be evaluated only on the quality and experience of the company and its personnel.

The City Council reserves the right to accept the statement which, in its judgment is from the most responsible firm; to reject any or all statements; and to waive irregularities or informalities in any statement submitted.

The City of Clemson is an Affirmative Action/Equal Opportunity Employer.

Jay Bennett, City of Clemson
Recreation Director

City of Clemson

Design-Build RFQ
Design Criteria Package Documents
for
**DAWSON PARK
RESTROOM FACILITY**

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END OF SECTION

NOTICE TO PROPOSERS

Sealed responses to a Request for Qualifications (RFQ's), in triplicate and one digital copy will be received by City of Clemson at Nettles Park c/o Jay Bennett, **12:00 p.m., Thursday, March 17, 2022** by at 102 Nettles Park Road, Clemson 29631, at which time all responses will be publicly opened, and the names of the respondents will be publicly read for the design/build project:

**CITY OF CLEMSON,
DAWSON PARK RESTROOM FACILITY**

The project consists of the following: Design-Build services for a Park Restroom Facility with Shelter space in compliance with current building and fire code requirements of the City of Clemson and Pickens County and all ADA requirements. Dawson Park Restroom Facility will include 2 separate restrooms with two toilets with stalls in each restroom, a sink, a hose bib, a hand dryer, and GFI's. Each restroom will be approximately 9' X 9' with a plumbing chase in between rooms. Each restroom will need to be heated to prevent pipe burst. The roof will be approximately 30' X 30' to cover the restrooms and provide a shelter area. The flooring will be a finished concrete.

The Facility will require the design, permitting and installation of a on-site waste water facility and associated drain field.

A **MANDATORY** Pre-submission meeting will be held at 2:00 pm on Wednesday, March 9, 2022 at 894 Old Stone Church Road, Clemson, SC 29631.

Selection of the successful RFQ shall be in accordance with the criteria outlined in the RFQ packet.

This RFQ is for Proposals from Respondents that are able to provide all components of a "design/build" project, either on their own or as part of a respondent team. The separate elements (design and construction) of the Project are not to be submitted separately. Only Respondents (or Respondent Teams) having the ability to comply with all the requirements of the RFQ, and the Design Criteria Package, and also provide all component parts of the Project (design and build) should respond.

The Owner reserves the right to reject any or all responses or to accept any response deemed advantageous to it and waive informalities in response. All responses received after the closing time above designated will be returned unopened.

The City may not enter into any contract until it has received a completed, signed, and notarized

**REQUEST FOR QUALIFICATIONS
DESIGN-BUILD OF DAWSON PARK RESTROOM FACILITY**

1. PROJECT SITE

- A. The Proposed Dawson Park Restroom Facility will be located in Dawson Park at 894 Old Stone Church Road, Clemson, SC 29631.

2. PROJECT SCOPE

- A. Successful respondent shall provide all design and construction services (design/build) for a Restroom Facility that includes 2 separate restrooms with two toilets with stalls in each restroom, a sink, a hose bib, a hand dryer, and GFI's. Each restroom will be approximately 9' X 9' with a plumbing chase in between rooms. The roof will be approximately 30' X 30' to cover the restrooms and provide a shelter area. The flooring will be a finished concrete.

The project consists of all engineering, architectural plans, and construction associated with the new Dawson Park Restroom Facility.

- B. Design for the Dawson Park Restroom Facility shall include connection to all public systems including but not limited to water, electric, foundation and structural design, for a complete and functional building that will be used as a restroom facility. Design for the Dawson Park Restroom Facility shall include all Architectural and Structural Plans. Building and site designs shall conform to current building and fire code requirements of the City of Clemson and Pickens County.
- C. Design for the restroom facility should include all associated ADA requirements to include but not limited to sidewalks and parking for accessibility
- D. Design, permitting, and construction of an on-site waste water facility that complies with SCDHEC R.61-56
- E. Design includes conforming to area architectural requirements except for those with written exceptions as granted by the City of Clemson.
- F. All siting of the restroom facility, accessibility requirements, and on-site waste water and utility connections

3. PROPOSED RFQ PROCESS CALENDAR

Items	Anticipated Deadlines
RFQ Publicized	02/17/2022-03/17/2022
Mandatory Pre-submission meeting	03/09/2022
RFQs Due	03/17/2022
Interviews with Finalists	Late March
Design Build Firm Selection and Notification to Respondents	May

4. GENERAL REQUIREMENTS

- A. Please note that all Proposals must be received at the designated location by the deadline shown. Proposal Submissions received after the required deadline shall be considered void and unacceptable.
- B. Sealed responses to a REQUEST FOR QUALIFICATIONS (RFQ's) addressed to the City of Clemson, c/o Jay Bennett, will be received until **12:00 p.m., Thursday, March 17, 2022** for Design-Build services for the Dawson Park Restroom Facility. The names of respondents will be publicly read at that same time and location. A **Mandatory Pre- submission meeting** will be held at 2:00 pm on Wednesday, March 9, 2022 at 894 Old Stone Church Road, Clemson, SC 29631.
- C. Selection of the successful RFQ shall be in accordance with the criteria outlined in the RFQ packet.
- D. This RFQ is for Proposal Submittals from Respondents that are able to provide all components of a "Design-Build" project, either on their own or as part of a respondent team. The separate elements (design and construction) of the Project are not to be submitted separately, Only Respondents (or Respondent Teams) having the ability to comply with all the requirements of the RFQ, and the Design Criteria Package, and also provide all component parts of the Project (design and build) should respond. The team must include either an architect or an engineer.
- E. The City of Clemson reserves the right to reject any or all submissions, or to select the Proposal that best meets the needs of the City of Clemson. The City of Clemson reserves the right to waive any irregularities in submissions. The City of Clemson reserves the right to request additional information from submitting firms.

5. RFQ SUBMISSIONS

- A. Responses to the Request for Qualifications shall be submitted with three (3) hard copies, at least of which one (1) shall contain original signatures, and one (1) digital (.pdf) format copy on a USB drive.
- B. Submissions may not be returned nor altered once they have been accepted by the City of Clemson. If a respondent no longer wishes to be considered, they shall submit a letter on official company letterhead to that effect.

6. ITEMS TO BE INCLUDED IN RFQ SUBMITTAL

- A. Each proposal submitted must thoroughly and fully respond to and comply with the applicable criteria of this RFQ.
- B. Proposals need not include detailed engineering or architectural designs as part of their submission, but respondents are encouraged to include conceptual drawings

and illustrations of similar projects to assist in evaluating the proposal.

- C. Proposal MUST substantially comply with the criteria, requirements and elements of the Design Criteria Package.
- D. Proposed timeline of design and construction.
- E. Exceptions to the RFQ.
- F. References of a similar project as well as last three similar (3) projects. Including which team members were associated with the project and the cost of the project.
- G. Signature page with attested signatures and a statement showing the proposer has the authority to submit the RFQ.

7. SELECTION OF SUCCESSFUL PROPOSAL (RFQ)

- A. All proposals will be evaluated by the City Manager or designee. Proposals will be judged according to adherence to requested format, thoroughness of provided information, firm's background and related experience, the financial stability of the firm, and cost of service. The City reserves the right to award by item, groups of items, or total proposal, whichever is in the best interest of the City.
- B. The Qualifications Statements received will be reviewed, evaluated and ranked by the City and/or designees based on the following weighting factors. Only the information included in your Qualifications Statement will be considered.
 - a. Respondent and Team experience and technical competence 20%
 - b. Extent to which proposal complies with RFQ; feasibility 30% of proposal; ability to meet schedules and estimated time of completion.
 - c. Respondent and Team capability to perform 30%
 - d. Respondent and Team past performance 20%
- C. The City Manager will rank up to five finalists based on the selection criteria and qualifications of the team.

8. MISCELLANEOUS

- A. Neither this document or any advertisement or notice of this RFQ is an offer.

9. NEGOTIATIONS

- A. The City of Clemson shall first attempt to negotiate a contract with the highest ranked Finalist Design-Build Team. If the City of Clemson is unable to negotiate a satisfactory contract with the selected Design-Build Team, the City of Clemson shall formally, in writing, end negotiations and proceed to negotiate with the next highest ranked Design-Build team, and so forth until a contract is reached or negotiations with all ranked Finalists end.

10. AWARD

- A. Payment and Performance Bonds will be required of the successful proposer after selection. All bonds shall be in the amount of at least 100% of the Maximum Guaranteed Price. Costs associated with obtaining these bonds shall be assumed by the respondent and shall not be considered for separate payment. Bonds must be received from the successful proposer ten (10) calendar days prior to beginning construction.
- B. Contractor's insurance, naming the City of Clemson and its agents as also Covered shall be received from the successful proposer within ten (10) calendar days of signing the negotiated contract.
- C. Design professionals on the Project who will be stamping the as-built plans must be covered by professional liability insurance in a coverage amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Design Professionals on the Project must be licensed and registered to practice their profession in the State of South Carolina. All registrations must be current.

11. DESIGN

- A. Following selection and agreement upon an acceptable contract, engineers or architects associated with the selected team shall complete the design of the Project, submitting all design elements to the City of Clemson or the City of Clemson designee before or concurrently with construction. The design elements shall be reviewed to determine compliance with the Design Criteria Package, and other project documents. The design submissions will be reviewed by the City's engineer, City Building official and the City Manager for compliance and quality.

12. CONSTRUCTION

- A. The successful proposer shall supply a sealed set of "as-built" construction documents for the Project to the City of Clemson at the conclusion of construction of the project and before final payment will be made.**
- B. Respondent shall be solely responsible for any cost, loss, injury, harm, expense, fee, charge or other expenditure or damage of any nature, whether known or unknown, arising directly or indirectly, from:
 - 1. Any unknown or differing site conditions at the site proposed as a result of the Respondent's failure to verify existing conditions.
 - 2. Any regulatory permitting required for the Project.
 - 3. Any business licensing fees required for the project
 - 4. Any natural disasters or other force of Nature events.

13. PROJECT INSPECTION

- A. The City's representative engineer and other Consultants of the City of Clemson shall act as Representatives for this project and shall determine the quality and acceptance of this project. These representatives shall determine the technical and qualitative issues of this project.

14. COSTS INCURRED

- A. Respondents are solely responsible for any costs incurred as a result of responding to this advertisement. No compensation of any kind will be considered by the City of Clemson or expenses incurred in the preparation or submission of Requests for Qualifications (RFQs).

5. PAYMENT

- A. Pay estimates shall be provided by the successful firm to the City of Clemson monthly and are due by the 20th day of the month, or by the first weekday thereafter should those dates fall on a weekend.
- B. The contract awarded will be governed by the laws of the State of South Carolina and is deemed payable and performable in Pickens County, South Carolina. The venue for all disputes thereunder shall lie in Pickens County, South Carolina.

16. INSURANCE AND BONDS

- A. The following will be required of the successful respondent:
 - 1. Insurance
 - a. Contractual Liability Insurance covering the indemnity in the same amount and coverage as provided for the Commercial General Liability Policy, specifically referring to this contract.
 - b. Owner's protective liability naming City of Clemson, South Carolina, its offices, agents and employees, and the engineer as insured in the same amount and coverage as provided for in the Commercial General Liability Policy
 - 2. Bonds
 - a. Payment, Performance and Maintenance Bonds equal to 10% of total project cost
 - b. Design professionals on the Project who will be stamping the as-built plans must be covered by professional liability insurance in a coverage amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Design Professionals on the Project must be

licensed and registered to practice their profession in the State of Texas. All registrations must be current.

- B. Insurance shall be submitted to the City of Clemson, South Carolina, no later than ten (10) calendar days following the contract execution date.

17. ERRORS AND OMISSIONS

- A. The City of Clemson reserves the right to reject any or all submissions, or to select the Proposal that best meets the needs of the City of Clemson. The City of Clemson reserves the right to waive any irregularities in submissions. The City of Clemson reserves the right to request additional information from submitting firms.
- B. Respondents assume all responsibility to submit accurate and detailed information associated with their RFQ. It is the responsibility of the respondent to examine the project location to determine potential issues. It is the responsibility of the respondent to seek clarification from the City of Clemson representatives of any unclear, ambiguous, incorrect, omitted or otherwise deficient aspect of this advertisement.

18. CITY OF CLEMSON CONTACT INFORMATION

- A. Questions regarding this project, RFQ, etc. shall be directed to Jay Bennett, at the City of Clemson, E-mail: jbennett@cityofclemson.org Phone: 864- 624-1120 Ext 16001 or Nathan Hinkle nhinkle@cityofclemson.org. 864-624-1126.

19. SITE VISIT

- A. A site visit is required prior to submission of the RFQ. That meeting will be on Wednesday, March 9, 2022 at 2:00 at the site, 894 Old Stone Church Road, Clemson, SC 29631.

END OF SECTION

DESIGN CRITERIA PACKAGE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This section describes the project in general and provides an overview of the extent of the work to be performed by the DESIGN/BUILDER. Detailed requirements and extent of work is stated in the applicable Specification sections and shown on the Plans. DESIGN/BUILDER shall, except as otherwise specifically stated herein or in any applicable part of these Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing, and completion of the work.
- B. Any part or item of the work which is reasonably implied or normally required to make each installation satisfactorily operable shall be performed by the DESIGN/BUILDER and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the work. It is the intent of these Specifications to provide the OWNER with the complete operable systems, subsystems, and other items of work. All miscellaneous appurtenances and other items of work that are incidental to meeting the intent of these Specifications shall be considered as having been included in the applicable unit prices or lump sum prices bid for the work even though these appurtenances and items may not be specifically called for in the Specifications.

1.02 DESCRIPTION OF THE PROJECT

- A. The Work includes clearing and construction necessary for the work as indicated in the Criteria Package Documents (performance standards and drawings) for the Dawson Park Restroom Facility at 894 Old Stone Church Road, Clemson, SC 29631.
 - 1. Successful respondent shall provide all design and construction services (design/build) for a Restroom Facility to include 2 separate restrooms with two toilets with stalls in each restroom, a sink, a frost protected hose bib, a hand dryer, and GFI's. Each restroom will be approximately 9' X 9' with a plumbing chase in between rooms. The roof will be approximately 30' X 30' to cover the restrooms and provide a shelter area. The flooring will be a finished concrete. The project consists of all engineering, architectural plans, and construction associated with the new Dawson Park Restroom Facility.
 - 2. Design for the Dawson Park Restroom Facility shall include connection to all public systems including but not limited to water, electric, foundation and structural design, for a complete and functional building that will be used as an Restroom/Shelter Facility. Design for the Dawson Park Restroom Facility shall include MEP Engineering and all Architectural and Structural Plans for the design of a facility that has 2 separate restrooms with two toilets with stalls in each restroom, a sink, a hose bib, a hand dryer, and GFI's. Each restroom will be

approximately 9' X 9' with a plumbing chase in between rooms. The roof will be approximately 30' X 30' to cover the restrooms and provide a shelter area. The flooring will be a finished concrete. Building and site designs shall conform to current building and fire code requirements of the City of Clemson, and Pickens County.

- 3 Design includes conforming to area architectural requirements except for those with written exceptions as granted by the City of Clemson.
 - A. The entire facility is to be designed and built-in accordance with the Criteria Package Documents and as otherwise required.
 1. The Criteria Package Documents are to be considered basic and not complete. Final engineering and design required for the complete construction of the Restroom Facility and appurtenances will be the responsibility of the winning Proposer ("Design/Builder").
 2. Such design and construction shall be in full compliance with, and shall meet all applicable provisions of the codes, regulations, rules, and ordinances of the State of South Carolina, as administered by Pickens County, and other regulatory agencies whose regulations are applicable.
 3. Design shall include all ADA accessibility requirements as specified in the IBC and required by the City Building official
 4. Design shall include all waste water design and permitting of a septic system following SCDHEC guidelines;
 5. Design shall include civil site requirements of all ADA required elements, restroom facilities, and wastewater and utility connections.

3.02 WORK SEQUENCE

- A. The DESIGN/BUILDER is required to determine their own method of construction and detailed work sequence so long as the restraints are observed and the overall project completion time is achieved (identified and agreed upon by both parties in the Contract Documents).
- B. The DESIGN/BUILDER shall, prior to notice to proceed, prepare and submit a construction schedule to the OWNER for approval.
- C. The DESIGN/BUILDER shall obtain all necessary permits and approvals including City Business Licensing prior to construction.

3.03 CONSTRUCTION CRITERIA

- A. The DESIGN/BUILDER shall maintain all public streets in a condition such that vehicles and pedestrian traffic may be maintained at all times. All excavated material, construction materials, construction equipment, and construction vehicles shall be

placed so as not to cause traffic hazards. If DESIGN/BUILDER'S operations cause traffic hazards, DESIGN/BUILDER shall repair the road surface, provide temporary ways, erect wheel guards or fences or take other measures for safety satisfactory to the CONSULTANT and the OWNER.

- B. The DESIGN/BUILDER shall take all necessary precautions to prevent injury to the public in the construction area. Such precautions shall include, but not necessarily be limited to, the use of flagmen, the use of police, the erection of warning signs and/or the use of other means required by the OWNER. The DESIGN/BUILDER shall be fully responsible for damage and injuries whether or not precautions have been provided.
- C. The DESIGN/BUILDER shall sequence all work such that at least one lane is open to traffic in all public streets at all times. At all times that one traffic lane must be closed, the DESIGN/BUILDER's Traffic Control Plan shall include uniformed flagmen. Also, work shall be sequenced such that all lanes of traffic are open and vehicular access is provided to all businesses and residences on Saturdays, Sundays, and Holidays.
- D. When detours are necessary, DESIGN/BUILDER shall provide all necessary barriers, warning and direction signs, warning lights, flagmen, police protection, and/or any other protective devices required by the OWNER. The DESIGN/BUILDER shall request detours from, coordinate with, and secure the required permits from the OWNER.
- E. The DESIGN/BUILDER shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the DESIGN/BUILDER, such property shall be restored by the DESIGN/BUILDER, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manners acceptable to the CONSULTANT.
- F. During the course of the work, the DESIGN/BUILDER shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

3.04 DESIGN/BUILDER'S RESPONSIBILITIES

- A. Execute all work. The work of this Contract is generally specified in the Contract Documents.
- B. Arrange for the securing of any necessary permits and pay for the same.
- C. Arrange for the necessary temporary water service and pay for this service and all water consumed during the construction work.
- D. Provide adequate temporary sanitary facilities.
- E. Secure all necessary building permits and furnish, install, maintain, and remove all

temporary electric service facilities for construction purposes, and pay for all electrical energy consumed for construction purposes, until final acceptance by the OWNER or until the CONSULTANT certifies Substantial Completion. DESIGN/BUILDER shall be responsible for determining the total temporary electrical need and shall provide it accordingly. The temporary electrical service shall meet NEC, OSHA, and all other local safety codes.

- F. Provide and pay for temporary service for lighting of temporary facilities.
- G. Provide initial and replacement lamps, wiring, switches, sockets, and other necessary electrical equipment required for temporary lighting and for small power tools.
- H. Provide wiring, equipment, and connections for portable or temporary heating units.
- I. Provide temporary heater; make all arrangements and pay all fuel costs; supervise and maintain all heating units.
- J. Provide adequate dewatering of the site as required for the work throughout the time required to complete the work as shown on the Plans and specified hereinafter.
- K. Provide all other temporary facilities, services, and all items as called for in the Contract Documents.
- L. DESIGN/BUILDER shall be responsible to locate all underground utilities, pipelines, conduits, etc. for obstructions to the project as designed prior to commencing construction. DESIGN/BUILDER shall notify consultant of said obstructions.
- M. Field verifications and modifications to design locations shall be considered incidental to project and included in the unit price bid found in these Construction Documents.

END OF SECTION

Questions for Qualifications Statement:

The City has listed below a few select questions. The questions listed below will be rated by appointed officials and city staff. Please answer the following questions in detail.

Why do you believe your firm would be a good choice for our project?

Please provide the following information in the sequence and format prescribed. Supplemental materials may be attached, but the information requested below is to be provided in this format.

1. Firm Information:
Name of Firm:
Type of Entity:
State of Creation:
Address of Office performing work:
Primary individual to contact:
Phone, email, fax:
2. Financial Information:
Provide name, address, and phone number of financial institution (and name/phone number of financial officer) where construction funds will be deposited and from which payments will be drawn.
3. Provide name, address, and phone number of the bonding company and name and address of agent.
4. Is the firm a member of DBIA (Design-Build Institute of America)?
5. Does the firm have an accredited design-build professional on staff?
6. If yes, how many years on staff?
7. How many years have the architectural firm and general contractor worked together as a design-build team?
8. Is the design-build team integrated?
9. List key personnel assigned to this project and the roles they will perform. Please

- provide a brief resume of each listed person.
10. How many projects has your team completed in the past five (5) years, and of those, how many were municipal or county projects?
 11. Please list the last five (5) municipal or county projects with references.
 12. How many full-time superintendents would you expect to assign to this project while under construction?
 13. What percentage of work is your firm capable of self-performing for a typical construction project without using subcontractors?
 14. Tell us your previous design-build experience specifically regarding the remodeling of commercial property.
 15. Based on your experience, what is your projected timeline the design-build team would commit to such as starting date, construction target dates, and occupancy date?
 16. Please add additional comments: