

REQUEST FOR PROPOSAL



Rutherfordton NORTH CAROLINA

For the Construction of
Eric Wells Memorial Shelter at Kiwanis Park

DATE ISSUED

October 20, 2023

DUE DATE

November 17, 2023
1:00 p.m.

PHYSICAL DELIVERY/MAILING LOCATION

Town of Rutherfordton
Attn: Doug Barrick,
Town Manager
129 North Main Street
Rutherfordton NC 28139

REQUEST FOR PROPOSALS

Notice

The Town of Rutherfordton (referred to as “the Town”) is soliciting proposals from qualified General Contractors interested in providing construction services to the Town for the construction of the Eric Wells Memorial Shelter. All respondents to this Request for Proposal (RFP) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFP and follow instructions carefully.

General

Kiwanis Park was opened to the public in 2021 and features an open green, bathroom building, covered bridge and adventure playground. The park is a popular space along the Purple Martin Greenway and is seeking to add to its use with a 20x40 picnic shelter.

Project Objectives

The project objectives include but are not limited to:

- Complete a Final Design for permitting purposes for a 20x40 Memorial Shelter
- Construction of the 20x 40 Shelter as shown in Appendix C.

Scope of Work

The scope of work will include but is not limited to the following:

- Permitting for all aspects of the project.
 - Permitting office will require that footings have a sealed drawing that includes how the building is being anchored for uplift.
- Construction of the project.
- Project management to assure subcontractors are performing to design and product specifications.
- Schedule management to assure on-time completion.
- Weekly on-site meetings with Town staff for updates.
- Project closeout, delivering manuals, establishing warranties, equipment training, final inspection and acceptance, execution of punch list.

Project Scope & Budget shall include the following items:

Eric Wells Memorial Shelter:

Generally built to the project image attached to this proposal. Generally, 20x 40 with the masonry fireplace as shown. The truss package design will match the existing covered bridge at the park with a tongue and groove ceiling and a minimum of 6 can lights. The fireplace will be wood burning and will incorporate a metal locking cover to prevent fires during unauthorized times. Additionally, the shelter will feature at least 2 outlets with locking covers and lighting on each gable end or soffit. A sidewalk will be provided to connect the shelter to the existing sidewalk and be constructed to match the width and finish of the existing walk. Clarification on all work is listed in Appendix C & D.

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Bid

- Identify the Project Manager, all licensed contractors, all licensed subcontractors, and all licensed design professionals who the firm intends to assign to this project.
- Provide schedule; identify and discuss ideas to accelerate the overall schedule.
- CONTINGENCY ALLOWANCE
- Included as a line item in the bid form is a 20% Contingency Allowance to be added to the Subtotal. This allowance shall be used only upon issuance of a written change order. Any unused portion of the allowance remaining at the completion of the contract will revert back to the Town as a credit. The Town reserves the right to delete the contingency allowance from the contract prior to award.

Questions and Clarifications

For the purpose of providing clarifications, a pre-bid conference will be held at **2:30 p.m. (EST) on Friday, October 27, 2023, at Kiwanis Park 128 Green St. Rutherfordton.** Attendance for those intending to submit qualifications is not mandatory but highly encouraged. The project will be described, and key Town participants will be introduced, and a tour of the park and location of the project will be highlighted. Questions that arise during the pre-bid conference are requested to be submitted in writing. Only written questions will be answered in an addendum.

All questions shall be submitted to Doug Barrick, Town Manager via email at dbarrick@rutherfordton.net. An addendum with questions and answers, if necessary, will be provided to teams/firms by end of the day on Friday, October 27, 2023.

Statement of Qualifications Submittal

The deadline for firms submitting qualifications is **1:00 p.m. (EST) on Friday November 17, 2023**. No submissions or supporting documents will be accepted after this deadline.

Physical Acceptance/Mailing Location

Town of Rutherfordton Attn: Doug Barrick
129 North Main Street
Rutherfordton NC 28139

Submittal packages should be enclosed in a sealed envelope marked **REQUEST FOR PROPOSALS – Rutherfordton Eric Wells Memorial Shelter**

All proposal packages and materials submitted hereunder become the exclusive property of the Town and shall be subject to the provisions of the North Carolina public records laws.

The Town of Rutherfordton reserves the right to reject any or all packages received or to request additional information as may be needed to determine qualifications.

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APPENDIX A



TOWN OF RUTHERFORDTON GENERAL CONTRACT TERMS AND CONDITIONS

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General Contract Terms and Conditions

- The selected firm will report directly to the Town. The selected firm is to administer the contract and to ensure that all work is performed in accordance with the contract requirements. The selected firm will be responsible for providing engineers, technicians, and sub-consultants with the appropriate skills and qualifications to ensure contract compliance. The firm will be directly responsible for oversight of the project for the Town.
- The selected firm will be notified by the Town and will enter into contract negotiations for receiving this work. A contract will be negotiated with the selected contractor based on the proposed scope of work outlined in their proposal. Appendix A is the Town's standard professional services agreement that will serve as a basis for any contract with the selected firm/contractor.
- To the maximum extent allowed by law, the firm/team shall defend, indemnify, and save harmless the Town, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of the acts or omissions of the firm/team or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the Town, its agents, officers, or employees. In performing its duties under this section, the firm/team shall at its sole expense defend the Town, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of North Carolina law or federal law, including but not limited to, sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract. To the extent this Contract includes the furnishing of "design professional services" as defined in N.C.G.S. § 22B-1(f)(6), nothing in this section shall require a "design professional" as defined in N.C.G.S. § 22B-1(f)(4) to defend the Town against liability or claims for damages or expenses, including attorney's fees, proximately caused or allegedly caused by the professional negligence of such design professional.

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- The firm must have the financial ability to undertake the work and assume the liability. The selected firm will be required to provide a Performance Bond and Payment Bond in the full amount of the contract prior to contract execution. The selected firm will be required to furnish proof of insurance coverage and shall maintain at the times the limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
General Liability	\$2,000,000 per occurrence
Umbrella Liability	\$2,000,000 per occurrence
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$2,000,000 per occurrence
Workers' Compensation	\$1,000,000 Each Accident, \$1,000,000 Disease (Each Employee, \$1M Disease-Policy Limit)
Employers' Liability	\$ 500,000

- The selected firm shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or firm's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the firm shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the firm to provide such notice, the firm assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of:

one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

- The Town shall be named as an additional insured and the statement should read "Town of Rutherfordton is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Only "A" rated insurance companies will be acceptable to the Town.
- The firm must have an adequate accounting system to identify costs chargeable to the project.

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- The proposed method of payment for this contract is lump sum.
- The products of this contract shall be the property of the Town. Upon completion or other termination of this contract, the Contractor shall deliver to the Town reproducible copies of any text, database information, survey information, graphic materials, reports, drawing, plans, files and/or any other documents or materials pertaining to this contract. The Contractor shall also make available any calculations pertaining to this contract and provide copies of specific calculations upon request of the Town. No reports, information, or materials prepared by the Contractor under this contract shall be made available to any person or organization without the prior written approval of the Town.
- In no event shall there be any of the following unless Town's express prior written agreement is obtained: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages;
- (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law.

Conflict of Interest Statement

It is the policy of the Town that the conduct of officers, directors, project managers, and/or all other persons acting as its representatives should be at all times in the best interests of the Town, its members and the general public. In performing their duties, Town representatives should not be influenced by desire for personal gain. Conflict of interest is defined as a situation in which professional judgment or behavior concerning a primary interest (in this case the integrity of Town) has been improperly influenced by a different interest (such as for financial gain). The prompt disclosure of possible conflicts of interest or of those situations where such a perception could reasonably be anticipated to arise helps to avoid injury to an agreed upon primary interest.

Firm(s) selected for these advertised services shall become aware of and comply with state laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. 14-234, N.C.G.S. 133-1, and N.C.G.S. 133-2. Firm(s) selected for Planning and Design Services by the Town will be required to disclose any conflicts of interest for 18 months prior to the submission of the Proposal package to the Town.

If a conflict of interest is not disclosed by the contractor and a conflict of interest is determined by the Town to exist at a later time, the contractor will not be compensated for their prior work

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and will be required to reimburse the Town for any payments received. The contractor would be immediately dismissed from the contract.

Notifications

Public Records Notice

Records received by the Town in response to a bid solicitation or a request for proposal/qualifications are public records and subject to public inspection and copying. Some bid records are public as soon as received by the Town, others become public at bid opening and others at bid award.

The Public Records law (N.C.G.S. 132-1 et seq.) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. If a record meets all of the following conditions, then the Town may withhold that particular trade secret from a public record inspection request:

- It is a "trade secret" as defined in G.S. 66-152(3); and
- It is the property of a private "person" as defined in G.S. 66-152(2); and
- It is disclosed or furnished to the Town in connection with a bid or proposal; and
- It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

If as part of your bid or proposal, you submit to the Town any record, or portion of a record, that you consider to be a trade secret meeting the definition contained in G.S. 66-152 (2), you may clearly mark the particular record, or portion of the record, that meets the definition of trade secret as TRADE SECRET or CONFIDENTIAL TRADE SECRET, and the Town will be authorized to withhold that particular record or portion thereof, from public inspection. In the event the Town receives a public records request for records you designate as 'trade secret' the Town will notify you and give you the opportunity to, within one week of such notification, confirm in writing that the specific record, or portion of record, that you designated as TRADE SECRET meets the

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requirements of G.S. 132-1.2 and G.S. 66-152, and the reasons therefore. The Town will require that you indemnify the Town in the event a challenge is brought for the withholding of a record based on your having designated it a trade secret.

Addenda Notice

If you have received this solicitation from a source other than the Town, it is the respondent's responsibility to ensure that all addenda have been received. Please email dbarrick@rutherfordton.net for the most current information.

REQUEST FOR QUALIFICATIONS

APPENDIX B

BID FORM

**Town of Rutherfordton Bid Form
Eric Wells Memorial Shelter**

PROJECT IDENTIFICATION: Eric Wells Memorial Shelter @ Kiwanis Park

THIS BID IS SUBMITTED TO: TOWN OF RUTHERFORDTON
TOWN MANAGER
129 NORTH MAIN ST
RUTHERFORDTON, NC 28139

- The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this bid and in accordance with the other terms and conditions of the Bidding Documents.
- Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- In submitting the Bid, Bidder represents, as set forth in the Agreement that:
 1. Bidder has examined and carefully studied the Bidding Documents, and the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.

Addendum Date

2. Bidder has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by

Bidder including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

5. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
6. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to Work as indicated in the Bidding Documents.
7. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
8. Bidder will complete the Work in accordance with the Contract Documents and all requirements set forth within this BID package for the following price(s):

Base Bid \$: _____

20% Contingency Allowance \$: _____ (Figured only off the base bid amount)

Total Lump Sum Bid \$: _____

- Bidder agrees that the Work will be substantially complete within _____ calendar days after the date when the Contract Times commence and completed and ready for final payment within _____ calendar days after the date when the Contract Times commence to run.

SUBMITTED ON _____, 2023

State CONTRACTOR License No. : _____

Name (typed or printed): _____

By: _____ (SEAL)
(Signature)

Doing business as: _____

Business Address: _____

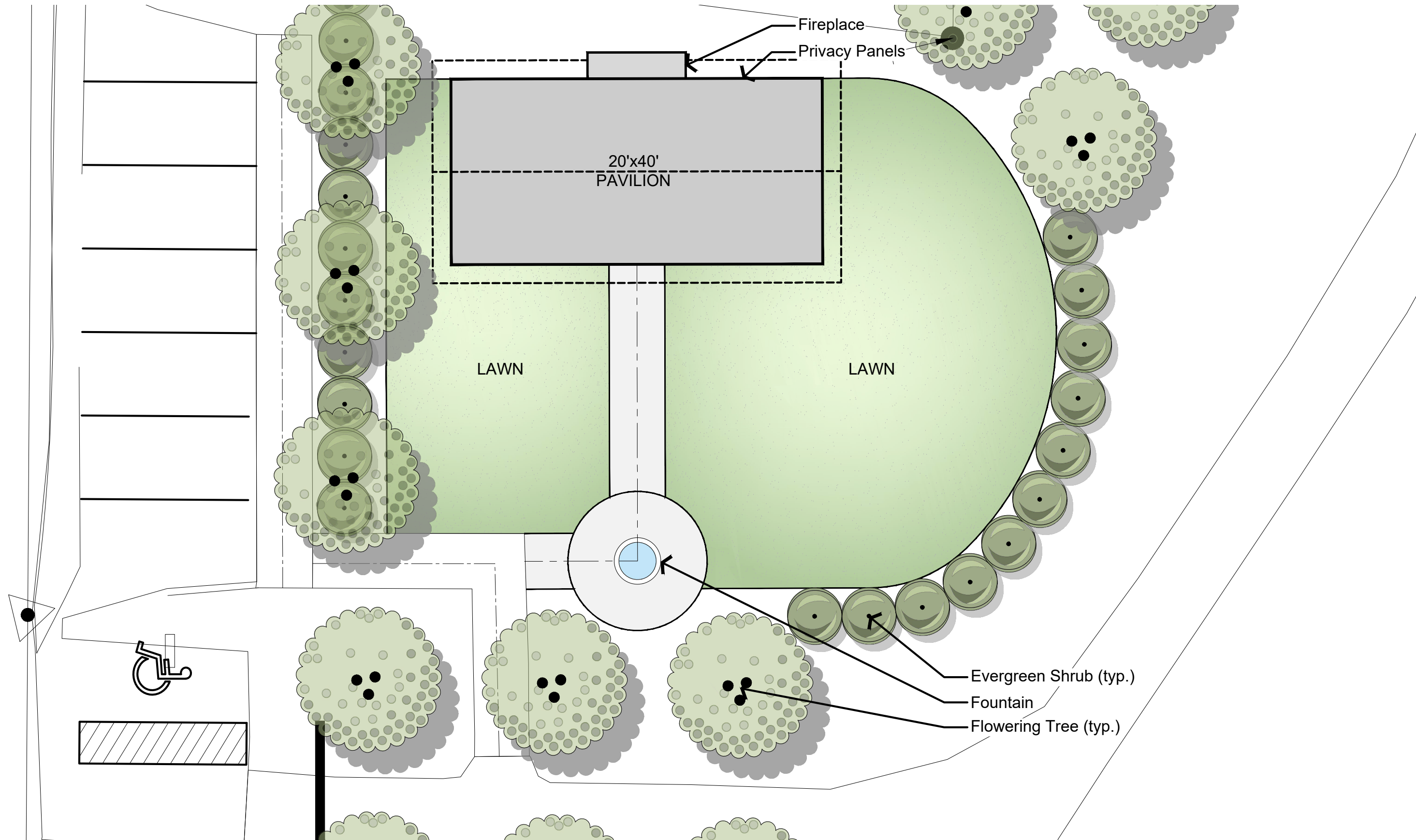
Phone No.: _____ Email Address.: _____

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APPENDIX C

DESIGN DRAWINGS

EAC



Kiwanis Park

ERIC WELLS MEMORIAL PAVILION
RUTHERFORDTON, NORTH CAROLINA



Concept Rendering

Date: December 01, 2022

Kiwanis Park

ERIC WELLS MEMORIAL PAVILION
RUTHERFORDTON, NORTH CAROLINA

APPENDIX D

ERIC WELLS MEMORIAL SHELTER SCOPE OF WORK

Rutherfordton: Eric Wells Memorial Shelter @ Kiwanis Park Scope of Work:

Open Picnic Shelter 20x40

Sidewalk: A sidewalk of the same size and finish shall be provided to connect the shelter to the existing sidewalk near the stairs as shown.

Flooring: All flooring shall be concrete

Masonry: Shall match the existing brick features in Kiwanis Park, the Fireplace will be wood burning and feature a custom, lockable metal cover to prevent unauthorized fires.

Ceiling: Tonge and Grove to match the existing covered bridge at Kiwanis Park

Roof: Truss design to match the existing covered bridge and singles to match the existing covered bridge.

Paint: All paintable surfaces to be white, except the masonry and ceiling.

Electrical: minimum of 6- preferably 8 can lights in the ceiling with a dimmer switch. 2 locking 120v 20 amp outlets will be provided along with flood style lights on the front soffits facing the entry sidewalk.