



City of Hardeeville, South Carolina
 205 Main Street
 Hardeeville, SC 29927
 Phone: 843-784-2231, Fax: 843-784-6384

Request for Proposals ENGINEERING AND DESIGN SERVICES FOR VETERAN'S PARK

1. Project Summary

The City of Hardeeville, South Carolina (“City”), is requesting proposals (RFP) from qualified consultants for the design and preparation of construction contract documents for the creation of a Veteran’s Park. The Veteran’s Park is a component of a larger master plan for approximately 8 acres of City-owned land housing multiple municipal buildings and will be the first phase in the creation of a cohesive Municipal Hub Complex.

WOOD+PARTNERS INC. **WPI**
 Landscape Architects
 Land Planners

LEGEND:

1. Veteran's Garden - Prominently Located On Corner Of Main & Dasher, Viewing Garden With Monuments & Seating Areas
2. Custom Veteran's Fountain Feature, Visual Center Piece to Park, Soft Water Sounds & Night Lighting
3. Large Plaza For Gatherings, Flag Display, Perimeter Seat Walls & Monumentation, On Axis To Park
4. Veteran's Pavilion - Iconic Structure, Overlooks Plaza & Park, Provides Covered Gathering Space
5. Parking, 11-30 Spaces, Convenient Access, Requires Demolition of Existing Intern Housing
6. On Street Drop-Off for Convenient Access To Pavilion

PROBABLE COSTS:

1. Site Preparation	\$54,000
2. Demolition	\$67,200
3. Grading and Utilities	\$209,250
4. Hardscape Development	\$316,275
5. Furnishings, Site Features & Structures	\$1,433,050
6. Landscape Development	\$92,080
7. Site Lighting & Electrical	\$128,250
8. Permitting, Design & Engineering	\$349,815

Veteran's Park Preliminary Estimate Total 41- \$2,681,920

MUNICIPAL HUB

VETERAN'S PARK DEVELOPMENT

06

01-25-21

The final product sought is construction contract documents including plans, specifications, and cost estimates ready for bid. The concept for the Veteran's Park has been created and the requested documents will provide specifications to allow construction of the park.

The site is adjacent to several additional acres of City-owned lands occupied by numerous municipal buildings including Fire Station 81, Fire Department Headquarters, Police Department and Municipal Court, Library and the former City Hall now housing the Chamber of Commerce. The Municipal Hub Master Plan was recently prepared that features a cohesive vision for integrating all of the individual sites while also establishing new public spaces for a park and community events. The entire Municipal Hub Master Plan can be viewed at this link: <http://hardeevillesc.gov/DocumentCenter/View/13162/Hardeeville-Municipal-Hub-Concept-Plan-PDF>

The Municipal Hub Master Plan was created with input from the public, staff and specifically veterans who were invited to participate in the process. The successful bidder will need to publicly engage the veterans group before the final design commences.

This site is also adjacent to Whyte Hardee Boulevard (US 17). The Whyte Hardee Boulevard Master Plan has also recently been completely and this plan should help inform the final design of components of the Municipal Hub and can be found at the following link: <http://hardeevillesc.gov/DocumentCenter/View/13163/Whyte-Hardee-Boulevard-Master-Plan-PDF>



2. Project Introduction

Community Overview

Hardeeville, South Carolina is one of the fastest growing municipalities in the state. Over the past two decades the City has increased in area from a few square miles to greater than 57 square miles. Vast timber tracts covered many thousands of acres and thus rail played a large part in the development of the City by providing a means to transport this product. A train station located in what is the present downtown area spurred additional development. Over time US 17 developed and passed through the City and many auto and travel oriented businesses sprang up. As Interstate 95 was completed it functioned as a sort of bypass and Hardeeville no longer experienced as many travelers as in previous times.

As timbering operations moved elsewhere these large tracts of land were sold to various interests, including residential consultants. The resort area of nearby Hilton Head Island, the growth of Bluffton, SC and the lure of pleasant weather and lower tax burdens beckoned to many to relocate to the lowcountry and Hardeeville. Many of the large previously timber tracts were annexed into the City for development. Sun City and Latitude Margaritaville; age-restricted communities, are currently the large drivers in population growth. However, there are thousands of new residential units in various stages of the development pipeline featuring a diversity of housing types.

It is the City's desire to create a cohesive environment incorporating all of the City's facilities located on Main and Martin Streets to better reflect the investment in its downtown core. As the outlying areas of the City have developed, the "old Hardeeville" has somewhat languished with a minimum of new investment and lacking a significant regional draw. The realization of the vision of the Municipal Hub and Whyte Hardee Boulevard Master Plans seeks to encourage new growth and development and revitalize this commercial corridor by implementing the adopted plans with pedestrian scaled improvements where appropriate that will encourage a mixed-use downtown and that will feature park and open space including recognition of veterans.

The City is committed to this vision as evidenced by the public participation and completion of both the Whyte Hardeeville Boulevard Master Plan and the Municipal Hub Master Plan. It is recognized that public investment is necessary to begin this revitalization. Future capital improvements have been budgeted for streetscape projects.

General Project Comments/Standard Condition of Approval

The intended outcome of this Request for Proposals ("RFP") process is the development of a Development Agreement ("EDA") that will establish terms and conditions, and further define the scope, design, overall use and development of the Project upon which the selected Consultant can purchase and develop the preferred project on the City Parcels. During the RFP

period, Consultants and their employees, agents or representatives, shall have the right of reasonable access to the City Parcels during normal business hours for the purposes of inspecting the City Parcels, and otherwise conducting due diligence to ensure that the City Parcels are suitable for Developer’s intended use. Notwithstanding anything else in this Request for Proposals, Developer shall defend, indemnify, and hold the City, its employees, officers, and agents, harmless from any injury, property damage or liability arising out of the exercise by Developer of this right of access, other than injury, property damage or liability relating to the gross negligence or willful misconduct of the City or its officers, agents or employees

3. Schedules

Release of RFP:	December 1, 2022	
Optional Responder Meeting: (Hardeeville City Hall; 205 Main Street Hardeeville, SC)	January 6, 2023	12:00 PM
Deadline for Submitting Written Questions:	January 13, 2023	12:00 PM
Proposal Due Date:	February 10, 2023	5:00 PM

4. Submitting Questions

All questions concerning this RFP must be submitted in writing no later than January 13, 2023 at 12:00 PM to the following:

City of Hardeeville
Matthew Davis, AICP
Deputy City Manager
205 East Main Street
PO Box 609
Hardeeville, SC 29927
843-784-2231
mdavis@hardeevillesc.gov

5. Proposal Instructions

A complete, concise and professional response to this RFP will enable the City to identify the Engineer/Designer who will provide the highest benefit to the City and will be indicative of the level of the Consultant’s experience and commitment to the proposed project. Proposals must demonstrate that the approach, experience, and design for the proposed project will allow the project’s successful development and delivery.

One original (bound) and five (5) copies of the proposal along with an electronic copy shall be submitted.

The following minimum information should be provided in each proposal and will be utilized in evaluating each proposal submitted. To expedite the evaluation of proposals, submittals should be no more than thirty pages. Proposals should include the following items:

Design Process and Deliverables

1. The consultant shall provide City staff with draft letters for the City to use in coordinating with all utility companies to obtain existing utility record plans, as-builts, schematics, etc. The existing utility information shall be shown on the final design plans.
2. The consultant shall coordinate with pertinent regulatory agencies, stakeholders, material and equipment suppliers, etc.
3. The consultant shall coordinate appropriate public and staff outreach as directed by the City. For cost estimation, a total of at least three meetings may be assumed to meet with staff, veterans group and other interested parties.
4. The consultant shall conduct all field, topographic and control surveys, prepare all geotechnical studies and reports, and complete all design calculations. The consultant shall include in the Proposal the costs associated with obtaining a title report for all adjacent properties, and include survey by a licensed surveyor of all property lines and easements. All topographic survey, property lines, and easements shall be mapped and accurately provided in AutoCAD format for use during design.
5. The consultant shall produce 35% conceptual plans as well as 65%, 95%, and 100% PS&E submittal packages for City review.
6. The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in 24"x36" size, and shall be signed by the engineer in responsible charge licensed in the State of South Carolina, and ready for reproduction.
7. The plans shall be drawn using AutoCAD, most recent version.
8. The schedule of items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities.

EVALUATION CRITERIA

Proposals will be judged according to the following criteria:

- Respondent experience and ability to carry out the project within the proposed timeline
- Cost of Proposal
- Experience of firm with similar projects
- Overall fit with WHB Master Plan, Municipal Hub Master Plan and Comprehensive Plan

6. Standard Terms and Conditions

The City has the sole authority to select a Engineer/Designer for this project and reserves the right to reject any and all proposals and to waive any informality or minor defects in proposals received. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing Engineer/Designer of the conditions contained in this Request for Proposals, unless clearly and specifically noted. The City will not pay for any information requested, nor is it liable for any costs incurred by the Consultants in preparing and submitting proposals.

Consultant Indemnification

Consultant shall indemnify, defend and hold the City, their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Consultant's performance of the work contemplated by this RFP. Submitting a response to this RFP signifies that the Consultant is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Consultant shall be fully responsible for such coverage. Consultant's obligation to indemnify shall survive expiration or termination of this RFP and shall not be restricted to insurance proceeds, if any, received by the City and their officers, agents and employees

Intellectual Property

Any system or documents developed, produced or provided in response to this RFP, including any intellectual property discovered or developed by Consultant in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in the RFP response. The Consultant may retain copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this proposal. The City and the Consultant agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

Assignment

Consultant selection includes consideration of the merits of the firm / team. Assignment of the proposal is discouraged and the City reserves the right to cancel the contract if the contract is assigned without City's written consent.

7.1 City's Right to Request Additional Information

Prior to contract award, the City must be assured that the selected vendor has all of the resources to successfully perform under the contract. This includes, but is not limited to, an adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Consultant's ability to perform, if awarded, the City has the option of requesting from the Consultant any information deemed necessary to determine the Consultant's responsibility. If such information is required, the Consultant will be so notified and will be permitted approximately seven business days to submit the information requested.

7.2. Failing to Comply with Submittal Instructions

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. The Proposal must be complete in all respects.

7.3. City's Right to Reject Proposals

The City reserves the right to reject any and all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject responses that do not contain all elements and information requested in this RFP. A proposal will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the City on a case-by-case basis.

7.4. City's Right to Amend or Cancel RFP

The City reserves the right to amend or cancel this RFP at any time. Any amendments must be made in writing prior to the RFP closing date and time. By submitting a proposal the Consultant shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the Consultant submitted its proposal) unless expressly stated otherwise in the Consultant's proposal.

7.5. Cost for Preparing Proposals

The cost for developing the proposal and participating in the RFP process (including the protest process) is the sole responsibility of the Consultant. The City will not provide reimbursement for such costs.

7.6. RFP Released

The release of this RFP is communicated through public advertisement in the following:

City of Hardeeville Website: www.hardeevillesc.gov

7.7.. Submitting a Proposal

The Consultant must submit Five (5) **hard copies** in a sealed envelope with the contractor's signature across the seal **AND** One (1) **soft copy** (PDF electronic

format) with the words “Engineering and Design Services for Veteran’s Park” in Red

Hard copy proposal should be submitted by no later than February 10, 2023 5:00 PM to:

Ms. Lori Pomarico
City Clerk
205 Main Street
P.O. Box 609
Hardeeville, South Carolina 29927

Soft copy proposals should be submitted to:
Matthew Davis
mdavis@hardeevillesc.gov

7.8. Revising, or Cancelling a Submitted Proposal

In the event that an Engineer/Designer desires to revise or cancel a submitted proposal, the Consultant must notify the City in writing of their intention to revise or cancel a proposal prior to the RFP closing date and time. If the Engineer/Designer is submitting a revised proposal, the original proposal will be returned unopened to the Consultant. A revised proposal must be received by the City prior to the RFP closing date and time.

8. General Business Requirements

This section contains general business requirements. By submitting a proposal, the Consultant is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Consultant’s submitted pricing.

8.1. Standard Insurance Requirements

If awarded a contract, the Consultant shall procure and maintain insurance which shall protect the Consultant and the City (as an additional insured) from claims for bodily injury, property damage, or personal injury. The Consultant shall maintain the following insurance coverage with an insurance company licensed to do business in the State of South Carolina:

1. Workers Compensation: Insurance covering all employees meeting statutory limits in compliance with applicable State and Federal laws.
2. General and Automobile Liability:
Bodily injury, each occurrence \$ 500,000.00
Bodily injury, aggregate \$ 500,000.00
Property Damage \$ 100,000.00
Business Auto Liability per occurrence \$1,000,000.00

Excess Umbrella Liability per occurrence \$1,000,000.00

It shall be the responsibility of the Contractor and the Insurance Company to notify the City at least thirty (30) days prior to any cancellation or change in the policy.

Contractor will provide the City of Hardeeville with a copy of the certificate of insurance specifying the above limits have been met.

9. Proposal Certification

By submitting a proposal, the Consultant understands and agrees to the following:

1. That this proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such an acceptance, will constitute a valid and binding contract between the Consultant and the City; and
2. That the Consultant guarantees and certifies that all items included in the proposal meet or exceed any and all of the RFP's identified specifications and requirements except as expressly stated otherwise in the Consultant's proposal; and
3. That the proposal submitted by the Consultant shall be valid and held open for a period of ninety (90) days from the final RFP closing date and that the Consultant's offer may be held open for a lengthier period of time subject to the Consultant's consent; and
4. That the Consultant's proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Consultant understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the laws of South Carolina have not been violated and will not be violated in any respect.

10. Proposal Evaluation and Award

10.1. Proposal Evaluation

Upon close of the RFP, proposals will be reviewed by City Staff to determine the proposal's compliance with RFP requirements; if the Consultant's proposal passes the Administrative/Preliminary review, the proposal will be submitted to the City Manager for evaluation and action.

10.2. Selection and Award

Upon completion of evaluation, the City staff will present a summary of all evaluated proposals to the City Manager and then Mayor and City Council along with the recommended proposal. The Mayor and City Council will review the summary and recommendation. The City Council will determine which, if any, proposal to award the

contract, or the City Council can determine that additional information is required from any or all Contractors. The decision to award the contract will be made by a majority vote of the City Council.

10.3. Public Award Announcement

The award of a contract by the City Council will be communicated by a Notice of Award being published in the following:

City of Hardeeville Website: www.hardeevillesc.gov

11. Assignability

The Consultant may not assign this agreement or any of its rights or responsibilities hereunder without prior written consent from the City.

12. Audit

Upon not less than five (5) days prior notice, the City shall have the right to inspect and audit all records (including, without limitation, financial records) of the Consultant which pertain to the Consultant's fulfillment of this agreement and charge therefore.

13. Default and Termination

Failure of the Consultant to comply with the provisions of the contract documents shall constitute default thereof. The City shall give the contract written notice of any default; the Consultant shall have fifteen (15) calendar days from the receipt of such written notice to cure the default. Upon failure of refusal of the Consultant to cure any such default, the City shall have the right to terminate this agreement and undertake such legal and other proceedings, in law or equity, and to seek recovery of such damages, as may be allowed by law, including, but not limited to, reasonable attorney fees and costs.