

REQUEST FOR PROPOSALS (RFP)
RELOCATION AND RECONSTRUCTION FOR PORTER'S CHURCH
PROJECT
PORT ROYAL, SC
DECEMBER 10, 2018

Proposal deadline is January 24, 2019 at 10:00 am.

The Town of Port Royal, South Carolina (Town) will be accepting Proposals from companies experienced with renovation, relocation and reconstruction of buildings. The intent of this RFP is to select an experience construction company to clear and grub the proposed Church relocation site at the Town's Naval Heritage Park, construct a new foundation for the relocation and restoration of Porter's Church to the site. All work is to be performed as outlined in Attachment "A" *Scope of Services* and plans and specifications prepared by Allison Ramsey Architects dated October 31, 2018 and entitled Porter's Chapel – 18122 as well as plans and specifications prepared by Cranston Engineering, Inc. and entitled Porter's Church Relocation all attached herinto and are made part of the Scope of Services.

The RFP response for the Town of Port Royal should be placed in a sealed envelope with the following statement on the cover "PROPOSAL FOR PORTER'S CHURCH RELOCATION AND RESTORATION PROJECT FOR THE TOWN OF PORT ROYAL, SC DO NOT OPEN" along with the name, address and any license information of the submitting company and submitted to:

Town of Port Royal, SC
Attn: Mr. Van Willis, Town Manager
700 Paris Ave. PO Drawer 9
Port Royal, SC 29935

Proposals must be made by hard copy delivered to the above addressees by the deadline date and time. **No fax or email proposals will be acceptable. All proposals submitted will be firm for 45 days after the submittal date.**

STATEMENTS RECEIVED AFTER 10:00 A.M., JANUARY 24, 2019 WILL NOT
BE CONSIDERED

INSTRUCTIONS TO CONTRACTORS

1. *Introduction*

The Town invites experienced construction Contractors who can demonstrate experience with the relocation, reconstruction and renovation of buildings to provide a proposal for the Scopes of Work outlined in Attachment “A”. Attachment “A” is the Scope of Work that outlines in detail the work to be performed and associated cost along with other technical details of the proposal being requested from qualified contractors. It is the Town’s intent to award the work based on the Town’s evaluation of criteria outlined in Section 4 below. The Town reserves the right to select the contractor based upon the criteria in Section 4 below or may reject all proposals.

2. *Site Visit and Mandatory Pre-Proposal Meeting*

The Town encourages all Contractors to personally visit the site described in the Scopes of Work and shown below and to attend a **mandatory Pre-Proposal Meeting on January 15, 2018 at 10:00 am**. This meeting will be held at the Town of Port Royal Town Hall located at 900 Paris Ave. in Port Royal, SC and will include a site visit to both the existing and proposed project sites. **Proposals from Contractors who do not attend the Pre-Proposal Meeting will not be accepted by the Town.**



Proposal Format:

Proposals shall be made using the Proposal format as described in this RFP. Attachment “B” outlines the Proposal format. Quotations will include:

- All cost at the new site to grub, grade and compact existing subgrade, place new concrete footings and piers
- Prepare site for relocation of the existing building
- Preparation for and relocation of the existing building from its current site to the new site
- Restoration of the building
- New walkways and final grading
- Clean up, grading and stabilization of the existing site once the building is relocated.

3. *Experience and Reference Information:*

The Contractor shall provide, in Attachment “C” Experience and Reference Form the following:

- Organization name and type of organization (corporation, LLC, sole proprietorship, etc.)
- Contact information (name, telephone and email)
- Physical location of the corporate office and equipment storage and maintenance facility
- A brief description (no more than one half page) of similar scopes of work performed by the Contractor for other public and private sector clients. Information for each client must also include:
 - Name of client
 - Contact information (name of individual, position, address, telephone and email)
 - Time frame for performing the work. If work is not currently being performed state the reason work was ended (i.e. project completed, left project, terminated by client, etc.).
 - Total value of the work
 - The Contractor will provide this information for all current and past contracts (last two years) that are in excess of \$50,000.00 per year.
- List of current employees, current legal status and estimate of the number of additional employees needed to properly fulfill the Scope of Work (Attachment “D”)
- List of any proposed subcontractors and similar client reference and experience information (Attachment “E”).

The Town reserves the right to reject any or all responses and to waive any informality, technicality and select all or only a portion of the quoted costs whichever is in the best interest of the Town. In addition, the Town, at its sole discretion, **will use the following criteria in determining the most qualified Contractor** to perform the work for the Town:

- Costs to perform the work
- Town’s procurement regulations and policies
- Experience, quality and performance with similar size and type contracts
- Local experience
- Result of reference interviews
- Number of current or recently completed similar projects and the quality and performance of such projects

By submitting a proposal, the Contractor understands and agrees that the lowest cost proposal or any of the proposals received may or may not be accepted by the Town. Further, the Town will not be responsible for any costs incurred by the Contractor in preparation of any proposal, site visits, quotations, attendance at mandatory meetings or for any other time or expense incurred by the Contractor in preparation of a quotation whether or not it is accepted by the Town.

4. ***Payment, Performance and Bid Bonds*** – The Contractor shall supply provide a Payment and Performance Bond for the work. **Payment and Performance Bond cost thereof, should be included in the Contractor’s proposal to the Town.**

A **Bid Bond** of not less than 5% (five percent) of the total bid amount **must be included** in the Contractor’s proposal. Any proposal that does not meet these requirements will not be considered by the Town. The Bid Bond can be in the form of a certified check or surety bond.

5. **Right to Award Contract in Whole or in Part** – The Town reserves the right to award contract(s) for any single portion or combination of portions of the work using the costs outlined in the contractor’s proposal.
6. **Right to Waive** – The Town reserves the right to waive any informality in or reject in whole or in part any portions of any proposals. The Town further reserves the right to alter the timing or parameters of any of the services proposed by contractors as it deems is in the best interest of the Town.
7. **Questions** - All questions concerning this RFP related to the Scope of Work for the Town of Port Royal should be addressed to Mr. Van Willis, Town Manager at the above address or via email at vwillis@portroyal.org.

8. **General Conditions for Performance of the Work:**

- A. **Scope of Work** – The work to be performed (as listed in Attachments “A”) under this contract will include furnishing all labor, materials, equipment, fuel, transportation, tools, supplies, safety equipment and traffic control equipment as may be needed to properly, completely and effectively perform the work. All work will be performed in strict accordance with these General Conditions.
- B. **Debris** – All debris and left-over materials will be collected by the contractor and disposed of in an approved disposal facility. The Contractor will be solely responsible for the proper disposal of all debris and left-over materials.
- C. **Workforce** – The Contractor shall designate a qualified project field representative with a minimum of five years of construction experience. The Contractor will be solely responsible for the conduct of its employees and subcontractor’s employees when said employees or subcontractor employees are working within the Town. The Contractor’s and subcontractor’s employees will comply with the same standards as the Town holds its own employees. The Contractor is solely responsible for their employees and subcontractors for compliance with OSHA or other regulatory safety requirements. **All employees shall be competent and qualified in their field and shall be either US citizens or legal residents who are properly authorized to work in the United States.** The Town reserves the right to request such worked documentation of the Contractor. Failure of the Contractor to comply with any of these provisions may result in immediate termination of the Contractor by the Town for which the Contractor will not be due any compensation for. Contractor and subcontractor vehicles shall be clearly marked with decals and/or lettering as appropriate that identify the company’s name and contact telephone number. **All vehicles and power operated equipment of any type will be properly maintained and will not be in disrepair and will be safe to operate at all times.**
- D. **Employee Conduct** – The Contractor will be solely responsible for the conduct and behavior of all of its as well as its subcontractor’s employees. All employees shall conduct themselves in a professional and courteous manner at all times while performing work under this contract. The Town will notify the Contractor of any employee that is acting in an inappropriate or unprofessional manner. The Contractor will take immediate action to resolve the situation. Should inappropriate or unprofessional actions continue the Contractor will immediately remove the employee from any work performed for the Town.

- E. *Materials*** – All materials shall be provided by the Contractor. All materials will be used per the manufacturer’s instructions by qualified and properly trained personnel. Key materials (e.g. windows, doors, roof materials, siding, structural connections, etc.) shall be submitted for review to the Town’s representative PRIOR to ordering such components.
- F. *Licenses and Permits*** – The Contractor shall maintain the appropriate contractor’s license. If selected, the Contractor and any subcontractor shall obtain business licenses as required by the Town of Port Royal. **Any Contractor or subcontractor who is in arrears with payment of past or current Town of Port Royal business license fees will not be permitted to submit a proposal.**
- G. *Taxes*** – The Contractor agrees to pay all applicable sales and other taxes as may be applicable to the work.
- H. *Insurance*** – The Contractor agrees to provide and in force a General Liability Insurance policy naming the Town as a co-insured party, with limits no less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, Automotive Liability insurance, Worker’s Compensation insurance, and an Umbrella Insurance Policy of no less than \$5,000,000.00 per occurrence as well as any other insurances and insurance limits required by law. A copy of the Certificate of Insurance will be provided to the Town as part of the Contractor’s proposal.
- I. *Liability and Indemnification*** – The Contractor is fully responsible for any damage of any kind whatsoever caused in whole or in part by the negligence, inappropriate actions or errors of it employees, subcontractors or agents. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town, the Town’ officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of the Contractor or Contractor’s officers, directors, partners, employees and agents in the performance and furnishing of the Contractor’s services under this contract.
- J. *Subcontractors*** – The Contractor may hire qualified sub-Contractors to perform specialized work that requires specialized equipment or skills. The Contractor shall submit a list of proposed subcontractors as part of their proposal (Attachment “E”). The Town reserves the right to approve or disapprove any subcontractor. The Contractor shall ensure that all subcontractors can comply with all aspects of these General Conditions.
- K. *Percentage of Self Performed Work*** – Subcontracting of specialized portions of the work is allowed; **however, in no case shall more than 25% of the total value of the work** proposed be performed by subcontractors. The Town reserves the right to ask the Contractor to verify this information if so requested by the Town. Refusal to provide such information in a timely manner will result in termination of the contract.
- L. *Invoicing*** – The Contractor will submit monthly services invoices based on the prices and terms shown in the Contractor’s Proposal Form (Attachment “B”). The Proposal Form will become the basis for payment unless an alternate means is requested by the Contractor and approved, in advance of payment, by the Town. The Town will make payment to the

Contractor within 30 days of the receipt of an invoice that is acceptable to the Town. The Town will advise the Contractor within seven working days of its receipt of an invoice and completion of the monthly field review with the Contractor if such an invoice is not acceptable to the Town. Otherwise the invoice will be considered acceptable to the Town. Payment shall be mailed or released to the contractor on or after the 10th of the following month.

M. *Changes/Additions to Scope of Work* – Any services rendered that are not specifically set out in the Contractor’s Proposal Form or otherwise are outside of the Scope of Work will not be undertaken by the Contractor unless the Contractor has prepared and submitted and the Town has approved a written Change Order Request. Any work undertaken by the Contractor without an approved and signed Change Order will be done at the sole risk of the Contractor and the Town makes no guarantees that the Town will pay for such services if performed without an approved Change Order.

N. *Storm Damage, Debris and Emergency Clean Up* – Damage and litter from weather conditions involving, rain, hail, lightening, wind, snow, ice and any tropical events shall be the contractor’s sole responsibility to clean up and/or repair as may be necessary.

9. *Termination of Agreement* – The Town may immediately terminate its Agreement with the Contractor for the following:

- a. The Contractor becomes insolvent or files for bankruptcy protection
- b. For misconduct or inappropriate conduct of any of its or its subcontractor’s employees
- c. Inability or unwillingness to provide proper insurances at all times
- d. Failure to pay Town Business License Fees, subcontractors, employees and/or material and equipment suppliers
- e. Inability or unwillingness to post a bond payable upon demand to protect the Town from the issuance of any lien files against the Town by any party claiming non-payment or damages by the Contractor or its subcontractors
- f. Inability to properly document the legal status of any employee or subcontractor employee
- g. Exceeding the maximum allowed 25% of work to be subcontracted
- h. Poor performance in the undertaking of the work or damages to Town property as the result of improperly performed work.

Upon written notice by the Town to the Contractor of termination of the Agreement, the Town, within thirty (30) days will review all work performed to date and will pay the Contractor for all properly performed work completed to date. The Town will be the sole determiner of what constitutes properly performed work.

10. *Term of Agreement* – The Agreement shall start upon approval of the Town and the Town’s issuance of a Notice to Proceed to the contractor. Contract time will be 180 calendar days. The contract may be extended upon mutual agreement of the Town and the Contractor understanding that such extension(s) shall be performed under these same terms and General Conditions.

11. *Other Terms* –

- a. The Town will not enter into contractual agreements which require disputes of any kind to be resolved by Binding Arbitration. This includes disputes between the Town and Contractor and/or Contractor, suppliers, subcontractors or third parties.

- b. The Town will not enter into contractual agreements that require the setting aside of any statutes or regulations from which the Town would normally benefit.

12. *Right to Award* – The Town reserves the right to opt out, dissolve or disregard this RFP if it feels it is in the best interest of the Town. The Town also reserves the right to accept or reject the solicited proposal submitted. Furthermore, the Town reserves the right to act collectively or independently in accepting a Contractor to perform the terms of this proposal. The acceptance of a proposal will be a Contract signed by a duly authorized representative of the Town. No work shall take place until the Town has signed a contract with the contractor to proceed with the work.

END OF RFP

ATTACHMENT "A"

RELOCATION AND RECONSTRUCTION FOR PORTER'S CHURCH PROJECT PORT ROYAL, SC DECEMBER 10, 2018

SCOPE OF SERVICES

History: The Town of Port Royal (Town) is relocating the existing Porter's Church located at the intersection of Old Shell Road and 16th Street in Port Royal, SC. The intent is to construct a new foundation system at the new site so that the existing church structure can be moved and placed at a new site at the Town's Navel Heritage Park (See location map in RFP). Once the church is relocated, restoration of the church will begin.

The Town is now soliciting proposals from qualified contractors to:

- Grub and rough grade the new site in the Naval Heritage Park
- Compact the existing subgrade at the new site
- Construct new foundations and piers at the new site per plans attached hereto prepared by Cranston Engineering (attached hereto)
- Develop and plan to relocate the main portion of the existing building from its current location to its new location
- Complete all work shown on both the structural and utility plan prepared by Cranston Engineering as well as all work shown on the architectural drawings prepared by Allison Ramsey (attached hereto)
- Conduct final grading at the new site
- Install walkways at the new site
- Stabilize and grass (seed) disturbed areas
- Clean existing site, remove all materials, grade site to properly drain and stabilize the site

Contract Documents:

Contract Documents include:

1. This RFP
2. Plans and specifications for structural and utility work prepared by Cranston Engineering entitled Porter's Church Relocation dated October 31, 2018
3. Plans and specification for architectural work prepared by Allison Ramsey Architects entitled Porter's Chapel – 18122 dated August 31, 2018

The Contractor shall provide all work necessary to relocate the existing Porter's Church from its existing site to the new site as shown on the attached plans and specifications.

As part of its proposal, the Contractor shall provide narrative (to be included as part of Attachment "B") of how they plan to relocate the existing building from its current site to its new site and reconstruct it in its new location.

**RELOCATION AND RECONSTRUCTION FOR PORTER'S CHURCH
PROJECT
PORT ROYAL, SC**

ATTACHMENT "B"

TO: Town of Port Royal, SC
700 Paris Ave.
Port Royal, SC 29935

January 24, 2019

The undersigned offers to supply all the equipment, material, labor and workmanship to fulfill the work of the Town of Port Royal for relocation, reconstruction and renovation of the existing Porter's Church structure to the Town's Navel Heritage Park as specified and set out below. The Town will select a single Contractor to perform the services outlined in Attachment "A" Scope of Work. The undersigned confirms that the information on the Proposal Form, associated completed Attachments and any other information the contractor may wish to provide in their proposal is complete and accurate.

I, _____ being an officer of _____
(Officer of Company) (Name of Construction Company)

Submit our Proposal for Port's Church Relocation Project all in accordance with the Request for Proposals for the Porter's Church Relocation Project. Attached to the Proposal (in a separate written document which is made part of this Proposal Form) is our description, recommendations and cost for the work along with Attachments "B", "C", "D" and "E":

1. Cost breakdown (itemized) to complete recommended repairs as stipulated below
2. Attachment "B" along with a plan narrative for relocation and reconstruction of the existing building
3. Attachment "C" Experience
4. Attachment "D" List of Employees
5. Attachment "E" List of any sub-contractors

Submitted By: _____ Dated: January ____, 2018

Itemized Cost Breakdown:

- | | |
|--|----------|
| 1. Clearing, demolition and site preparation of new site | \$ _____ |
| 2. Install utilities as new site | \$ _____ |
| 3. Relocation of building | \$ _____ |
| 4. Reconstruction of the building | \$ _____ |
| 5. Renovation of the building at new site | \$ _____ |

ATTACHMENT "B" Continued

6. Final site work, stabilization & clean up
of both sites \$ _____

Total Cost \$ _____ (_____)

ATTACHMENT “C” EXPERIENCE AND REFERNCE INFORMATION

The Contractor shall provide the following information for all current. Additional pages may be attached as needed:

Contractor Information:

1. Organization Name and Type: _____
2. Contact Information: _____

3. Physical Location of Corporate Offices: _____
4. Similar Project Experience and References (Contracts over \$25,000.00):
 - a. Name of Client: _____
Client Contact Information:
Name: _____
Position: _____
Contact Information: _____
Organization or Company: _____
Work Performed: _____

Duration of Contract: Start Date _____ End Date _____
If not currently active why work was ended: _____

 - b. Name of Client: _____
Client Contact Information:
Name: _____
Position: _____

Contact Information: _____

Organization or Company: _____

Work Performed: _____

Duration of Contract: Start Date _____ End Date _____

If not currently active why work was ended: _____

Any Additional Information:

ATTACHMENT "E" LIST OF SUB-CONTRACTORS

The Contractor shall provide the following information for any Sub-Contractors.

1. Organization Name and Type: _____

2. Contact Information: _____

3. Physical Location of Corporate Offices: _____

1. Organization Name and Type: _____

2. Contact Information: _____

3. Physical Location of Corporate Offices: _____