

REQUEST FOR PROPOSALS (RFP)
For
ARCHITECTURAL, ENGINEERING, and LANDSCAPE ARCHITECTURE SERVICES For:
Rice Road Park

October 21, 2016

Contact Email Address for Inquiries and Questions: cking@matthewsnc.gov

Inquiries and Questions Deadline 2:00 PM, November 15, 2016

Submittal Due Date: 5:00 PM, November 22, 2016

Submittal Location:

Town of Matthews Parks, Recreation & Cultural Resource Department
100 McDowell Street, Matthews NC 28105

Electronic Submissions: cking@matthewsnc.gov

The Town of Matthews seeks proposals for landscape architectural/engineering and associated services including estimated reimbursable expenses, as required to plan and design the property referred to as Rice Road Park. The services shall include: surveying, geotechnical investigation, coordination with State and Local agencies, site layout, architectural design, structural design, and grading to develop preliminary and final design, permitting, and bidding documents which may include plans, specifications, and estimate of probable cost of construction, 100% Construction Documents and details, based on the program elements developed during concept design and approved in the overall and phase 1 Master Plan, to be permitted and constructed. These program elements may include a driveway access and parking facility, natural surface trail and connections, and public right of way improvements, among others. Your organization shall also establish the estimated limits of disturbance necessary for the construction of Phase 1 of Rice Road Park.

Proposals shall include a breakdown of services for work and all reimbursable expenses based on the scope of services indicated in this document. Please reference this Scope of Services in your proposal. The project has been exempted from GS 143-64.31 by the Matthews Town Board of Commissioners. Cost for design services and creation of design/construction documents is estimated at below \$50,000. This exemption allows cost as a criteria in selecting the vendor for this project.

The Town of Matthews hereinafter referred to as the Owner, shall be represented by the Town's Parks, Recreation & Cultural Resource Department. The submitting organization will hereinafter be referred to as the Vendor.

The Vendor shall include within the proposal, an itemized cost estimate for all reimbursable expenses, outlined in Section 7 (7.1 – 7.4)

SCOPE OF SERVICES

Coordination with Town of Matthews must be established throughout all stages of document preparation. Listed below are minimum levels of requirements anticipated for the project:

1. Survey:

The Vendor shall provide survey data for the developable area determined in the Phase I Master Plan as necessary to supplement the existing information provided by the Owner and required for the preparation of preliminary and final design, permitting, and bidding documents for construction including, but not limited to:

- Boundary of parcels 19343201, 19343202, 19343203
- A field survey to be utilized to create contours with one-foot intervals. More detailed intervals may be required for sites with limited topographic changes.
- Existing unique land features, significant trees (+12" caliper), environmentally sensitive areas including wetlands, and other unique natural site elements.
- Existing visible storm drainage pipes, sanitary sewer lines, gas lines, power pole locations, and all utility easements. Include roads, fences, structures, ruins, clearings, dump sites, and other manmade site elements within these designated areas.
- Data shall include existing visible storm drainage structures that are accessible such as box culverts,

manholes, catch basins, drop inlets, curb inlets, top/rim elevations, pipe inverts, pipe size and material. This will include the nearest drainage structure and/or pipe end outside of the Field Survey Limits, to a maximum distance of 100 feet outside of the Field Survey Limits. The use of Confined Space Entry Equipment is not included.

- The survey shall include visible aboveground utilities and visible markers (hydrants, meters, vaults, valves, and sanitary sewer lines) along with existing pipe sizes, pipe material and invert elevations of existing manholes, gas lines, vaults, and sanitary sewer manholes. Elevations of the existing overhead utility lines are not required for this survey.
- Property lines will be based on a combination of visible existing property corners found in the field, GIS information provided by Town of Matthews and current deed information.
- NC One Call shall be contacted to locate and mark existing underground utilities within all adjacent right-of-ways.
- The Vendor shall provide a CAD drawing in AutoCAD format for the project.

2. Design Development Phase:

The Vendor shall prepare preliminary design drawings for submittal, modification, and approval by the Owner. The Vendor shall revise the plans based on comments received from the Owner or to respond to site conditions. At the conclusion of the design development phase, the Vendor shall provide the Owner with a detailed estimate of probable construction cost and estimated construction schedule for the project.

The Owner will provide the design of any wayfinding elements to be used at Rice Road Park.

1. The Vendor shall coordinate the site design and preparation of construction documents and project schedules with the Owner, North Carolina Department of Transportation (as required), Charlotte Department of Transportation (as required), and Charlotte Water, (as required).
2. Submit two (2) sets of the Design Development plans to the owner for review (50% Construction Documents).
3. The Vendor will prepare an itemized budget estimate of probable construction costs based on the Design Development plans (50% Construction Documents).

3. Construction Documents Phase:

- A. All drawings to comply with all applicable requirements of the Americans with Disabilities Act and Accessibility Guidelines (A.D.A.A.G.) and all current applicable State and local codes. Specifications with regard to competitive items and substitution of materials must comply with North Carolina G.S. 133-3 as ratified July 1993.
- B. Prepare Construction Documents including, but not limited to: Demolition, site drainage, grading, erosion control, staking, layout, site design, structural design for any structures, walls, or necessary

footings, boardwalks, details, and a specification manual for an informal bid procedure. Documents may require the preparation of "add-alternates or deducts" to meet budget requirements. Bid documents shall be prepared for Single Prime contract only. If the Owner requires any additional information to be included in the specifications, it will be provided to the Vendor by the Owner for information purposes only. The Town will provide design guidelines indicating standard of products expected at park facilities.

- C. Submit two (2) sets of the Contract Documents to the Town of Matthews for review at 50% and 75%, and three (3) sets at 100% completion. Two (2) sets of contract documents will be required at 100% completion. An estimate of probable cost of construction shall be submitted with the 50%, 75% and 100% reviews. The Vendor shall revise the Contract Documents to reflect the review comments as necessary. The Vendor shall provide a list (in 8-1/2" x 11" format) of all staff review comments with a written response for each, indicating how each comment was addressed.

For the purposes of this project, the Vendor shall be required to submit, modify as required, and receive plan approval for Construction Documents from the agencies listed below. All code enforcement, Mecklenburg County FEMA, and NCDENR approvals shall be the responsibility of the Vendor. All drawings, details, specifications, and studies necessary to obtain these approvals shall be the responsibility of the Vendor. Owner shall provide signature and guarantee as needed. Permit submittals shall include the following:

1. Mecklenburg County Land Use & Environmental Services Agency (LUESA);
 - i. Code Compliance/Building Permit
2. Town of Matthews Storm Water Services
 - i. Floodplain Development (if required)
3. NCDENR
 - i. Sedimentation and Erosion Control
4. Charlotte Water (Coordination only)
 - i. Easement/R.O.W. compliance
5. Any applicable Public Utilities (Duke Energy, Natural Gas, Phone, Cable, etc.)
6. Town of Matthews Engineering (Driveway Permit)

The Vendor shall plan for meetings, as required, with each of the above agencies during the course of each project.

Any required drawing revisions due to regulatory review shall be the responsibility of the Vendor and be performed at no additional cost to the Owner. The Vendor shall pay all permit fees associated with the project (i.e. Grading and Drainage Permit, Mecklenburg County Land Use & Environmental Agency, Mecklenburg County Land Development, etc.) with exception of the building permit, which will be paid for by the contractor at the time the permit is pulled. These fees shall be included in an estimated allowance.

4. Bidding Phase

- A. After written approval of the Construction Documents from the Owner, the Vendor shall provide and administer complete bidding services. The project shall be bid as a Single Prime Contract. The Vendor shall be designated as the Owner's Authorized Distributor of the Bid Documents and shall provide digital (pdf) copies to interested parties at no cost. The Vendor shall maintain a Bidders List of all Prime Contractors who have submitted a Letter-of-Interest as well as a list of all other interested parties who have requested Bid Documents.

The Vendor shall be available for responding to inquiries during the bidding phase. The Vendor shall prepare and issue any necessary written addenda or clarifications based on contractor's questions, or identified from another source, and once approved by Owner, distribute it to all on the prospective bidder plan list.

- B. The Vendor shall administer a pre-bid conference with prospective contractors and suppliers to answer questions regarding the bid and the overall project. The Vendor shall generate written minutes of the Pre-Bid Conference and distribute to all interested bidders as part of the written addenda.
- C. The Vendor shall review for "equivalency" and approval any contractor and supplier requests for substitutions of materials that are presented prior to the bid opening and prepare written addenda and distribute same as described above.
- D. All public construction bid openings shall be administered / conducted by the Vendor. As part of this task, the Vendor shall review, verify, and tabulate bids, identify eligible bids, and designate an apparent low bidder. The Vendor shall provide to the Owner sealed, certified bid tabulation for all bid openings.
- E. The Vendor shall verify the qualifications of the apparent low bidder, including proper licensure to perform the work, and prepare a letter to the Owner recommending the award of the construction contract.
- F. During the design process the Vendor shall provide the Owner with an Estimate of Probable Construction Costs at key milestones in the design process. It shall be the responsibility of the Vendor to notify the Owner if the Vendor determines that the Estimate of Probable Construction Costs exceeds the project construction budget. Through the design process the Vendor will work with the Owner to determine how the project may be modified so that the estimate of probable construction costs does not exceed the project construction budget. The estimate of probable Construction Costs are to be made on the basis of Vendor's experience and qualifications and represent Vendor's best judgment as an experienced and qualified professional generally familiar with the construction industry.

If the project budget is exceeded by the lowest bona fide bid, the Owner may either (1) give written approval of an increase in such budget, (2) authorize negotiating the project with the lowest Bidder to reduce the scope and bring the project within construction budget, (3) reject all bids, change the project scope, revise the Contract Documents, and re-bid or, (4) give written notice if the project is abandoned or terminated.

If the Owner elects Option (1) and increases the construction budget after the bid opening, the action shall not be a basis for increasing the Vendor's fee. If the Owner elects to proceed under Option (2), the Vendor shall, at no additional charge to the Owner, assist the Owner during negotiations and prepare and /or modify the Contract Documents as necessary to comply with the budget. If the Owner elects to proceed under option (3), the Vendor shall, at no additional charge to the Owner, assist the Owner by identifying and implementing reasonable modifications to the project scope, revise the Contract Documents as necessary to comply with the budget, and assist with re-bidding. If the Owner elects to proceed under option (4), the Vendor shall provide to the Owner a complete set of reproducible drawings of the project, all drawings of the project in AutoCAD on compact disk (CD), and a copy of the specifications in Microsoft Office Word.

5. **Construction Administration:** Agreement to administer construction of the project will be discussed as a separate item, exclusive of this proposal.
6. **Additional Services:** Additional Services are all those services authorized in advance by the Owner, to be performed by the Vendor which are not included in this scope of work, and are due to causes beyond the control of the Vendor. All services required to be performed by the Vendor under the scope of work described in this document, or due to any errors, omissions, design malfunctions, or oversights on the part of the Vendor are not to be considered additional services. Additional services include revisions in the scope of work of previously approved drawings, specifications and other documents requiring more than 4 hours of Vendor's work time. Additional services request shall be answered in writing, and documented by including graphic information about the areas to be modified, and an itemized cost/time analysis for the task in reference.
7. **Reimbursable Expenses:** The Vendor shall include an amount in the lump sum fee for reimbursable expenses listed below for the project. A schedule of printing prices shall be provided by the Owner for reference. Reimbursable Expenses are for actual expenses incurred by the Vendor in connection with the Project as defined and enumerated below:
 - 7.1 **Travel Costs:** The reasonable expense of travel costs incurred by the Vendor when requested by Owner to travel to a location that lies outside of a 45 mile radius of the Project site. Vehicle mileage costs shall not exceed state government approved cost per mile. Otherwise, travel shall be part of the Vendor's fee.
 - 7.2 **Long Distance Telephone Costs:** Documented long distance telephone calls and long distance fax costs specifically related to the project.
 - 7.3 **Delivery Costs:** Documented courier services and overnight delivery costs, **when requested** by Owner.
 - 7.4 **Reproduction Costs:** Documented reproduction and postage costs of required drawings, specifications, reports, bidding and contract documents, excluding the cost of reproductions for the Vendor or sub-Vendors own use.
 - 7.5 **Payment of Expenses:** Vendor shall include a request for reimbursement of expenses with payment applications. This request shall include in an orderly manner, the date and justification of the expense, and additional information like trip destination, reproduced material description, invoice and transmittal. The Owner may request additional documentation of expenses.

8. **ADA Compliance:** Town of Matthews (the Owner) will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. Town of Matthews (the Owner) will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town of Matthews' programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify Town of Matthews' Staff.
9. **Minority/Women/Small Business Enterprise** - It is the policy of Town of Matthews (the Owner) to provide minorities, women, and small businesses an equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, and materials/services, consistent with the laws of the State of North Carolina. The policy of Town of Matthews prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran status. It is further the policy of Town of Matthews to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
10. **Schedule:** the Vendor shall be responsible for defining (with Owner participation and input) the project schedule, and maintaining the sequence of tasks on time as to keep the project on schedule. If the Owner is not providing the information or proper support to complete the work as planned, the Vendor shall communicate this failing in writing to the Owner.
11. **Indemnity & Insurance:** The Contractor shall indemnify and save harmless the Owner, its agents and employees and assigns from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered under this Contract. The Contractor further agrees to purchase and maintain during the life of this Contract with an insurance company acceptable to the Owner authorized to do business in the State of North Carolina the following insurance:

Automobile: Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$2,000,000 each person, \$2,000,000 each occurrence bodily injury liability and \$2,000,000 each occurrence property damage liability.

Comprehensive General Liability: Bodily injury and property damage liability insurance as shall protect the Contractor and any Subcontractor performing Work under this Contract from claims of bodily injury or property damage which arise from operations of this Contract whether such operations be performed by the Contractor, any Subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for products/completed operations, and contractual liability assumed under the indemnity provision of this Contract. To be included in Comprehensive General Liability is the Broad Form Property Damage. On the policy, list "Town of Matthews" as an "Additional Insured."

Workman's Compensation & Occupational Disease Insurance: Meeting the statutory requirements of the State of North Carolina including employer's liability insurance for an amount of not less than \$500,000 for each accident, \$500,000 for disease each employee, and \$500,000 for policy limit.

Professional Errors & Omissions: Insurance with a limit of not less than \$1,000,000 per claim occurrence as shall protect the contractor and the contractor's employees for negligent acts, errors or omissions in performing the professional services under this contract.

Other Insurance Requirements:

- A. The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- B. Town of Matthews shall be named as an additional insured under the general and automobile liability insurance policies

The contractor shall be responsible for notifying Town of Matthews of any material changes (including renewals) to or cancellation of the insurance coverages required above. Notice to Town of Matthews must be completed in writing within 48 hours of the changes.

- C. Should any of the required insurance coverages be self-insured by the contractor, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the owner.
- D. If any part of the work under the Agreement is sublet, the **subcontractor shall be required to meet all insurance requirements** set forth in the Agreement. Nothing contained herein shall relieve the Contractor from meeting all insurance requirements or otherwise being responsible for the subcontractor.

Certificates of such insurance shall be furnished to the Owner and shall contain the provision that should any of the above described policies be cancelled before the expiration date thereof, the issuing insurance company will endeavor to mail thirty (30) days written notice to "Town of Matthews ". The Contractor agrees to notify the Owner by telephone and by providing written notice within two (2) days after receipt of information that the insurance company either intends to amend or terminate a policy or has amended or terminated any insurance policy providing the coverage referred to above. Town of Matthews shall be indicated on the Insurance Certificate as an Additional Insured with respect to General Liability and Automobile Liability.

12. Advertisement of Project: The Vendor and/or any employees of the Vendor shall not use Town of Matthews 's project for advertisement to promote the Vendor's businesses unless the following is met:

- a) Town of Matthews agrees to the extent the advertisement will be used
- b) Town of Matthews has the ability to review/recommend changes/approve the advertisement.

Please submit a proposal no later than November 22, 2016, providing costs and time of execution conforming to the scope of work described in this document:

<u>Rice Road Park</u>	
Surveying (Hourly Not to Exceed)	\$0.00
Design Development	\$0.00
Geotechnical Services	\$0.00
Construction Documents	\$0.00
Bidding	\$0.00
Reimbursable Expenses	\$0.00
Permit Allowance	\$0.00

Total Amount

Surveying shall be calculated based on an Hourly Not to Exceed amount. All other proposed fees shall be lump sum.

Permit Allowances include but are not limited to: Mecklenburg County Land Development fees, NCDENR Grading and Erosion Control Permits, and/or any other permits or fees required by the state or local municipal fees.

Please provide a project schedule and a schedule of personnel (including role, availability, and hourly costs) who will work in this project.

If you have any questions regarding this Request for Proposal, please contact:

Corey King
 Town of Matthews, Parks, Recreation & Cultural Resource Department
 cking@matthewsnc.gov
 704-708-1263

Clarification

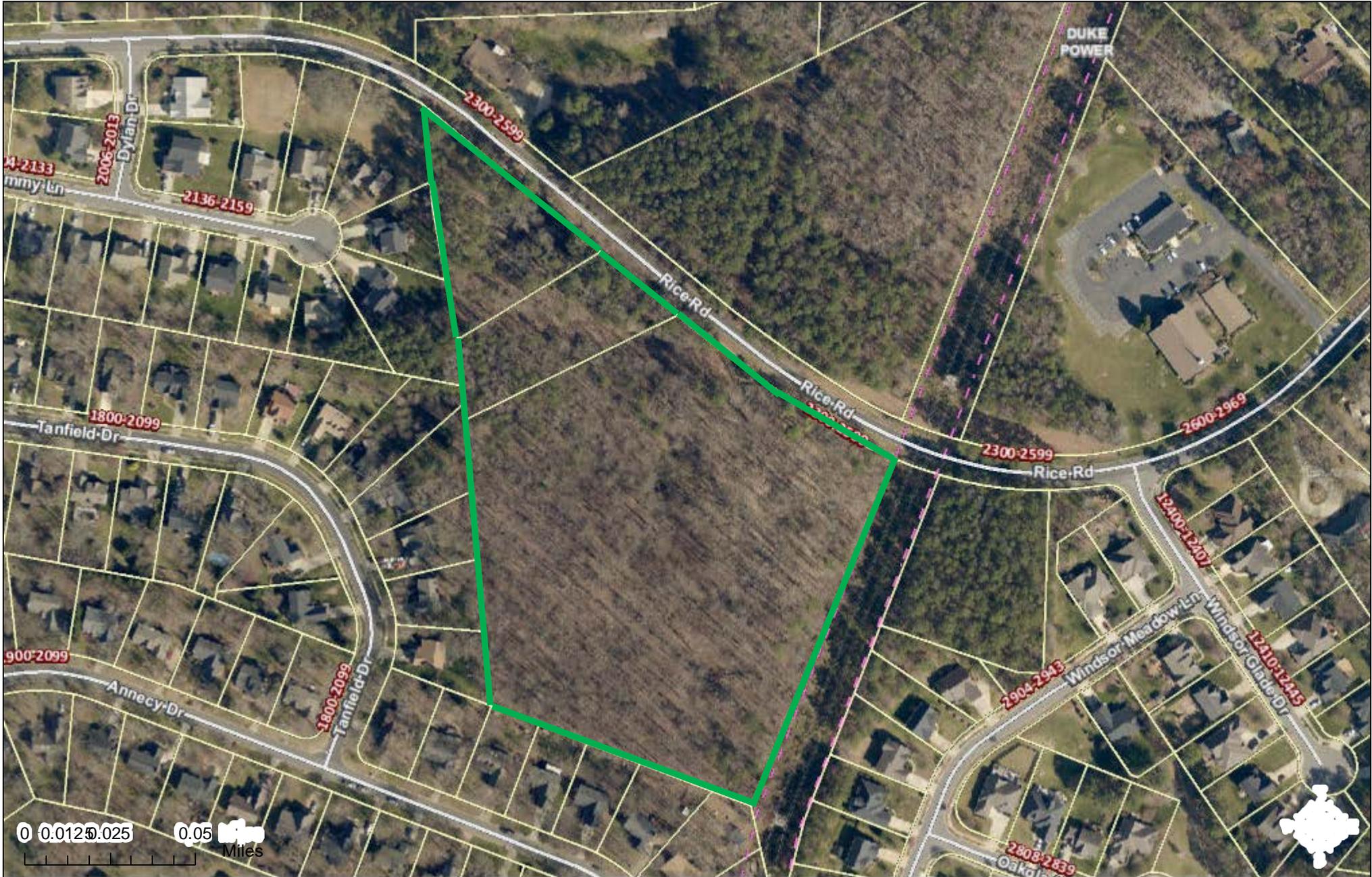
October 31, 2016

1. The current Phase 1 Site Master Plan prepared by Benesch, has been added to the RFP Document
2. Permits/Fees should be listed as an allowance in your proposal. The projected cost of the project (< \$50,000) used to exempt the project of GS 143-64.31 excludes cost associated with permit/fee allowances.

November 11, 2016

1. Rice Road is a Town of Matthews owned /maintained road. A driveway permit would be required, issued by the Town of Matthews.
2. The scope of the survey described in the RFP is limited to the area that will be affected by this Phase 1 of the project. Proposals may want to include a cost for an expanded scope, including the entire site as an alternate cost for consideration.
3. Phase 1 is the only plan that has been approved by the Matthews Board of Commissioners. Design for any additional improvement on the site has not been approved.

Rice Road Park Project Aerial



This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

