WALSTON/TRIANGLE BUILDING RENOVATION Town of Saratoga, North Carolina

REQUEST FOR PROPOSAL

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SECTION ONE

1. Notice to Bidders

1.1 General:

Town of Saratoga is accepting competitive proposals for a Design/Build Contract for renovation/reconstruction of the Walston/Triangle Building located at the intersection of East Main Street (US 264 Alternate) and North Rogers Street, 7904 N. Rogers Street, Saratoga, NC 27873 in accordance with the terms, conditions and requirements set forth in the Request for Proposal ("RFP"). This RFP provides information sufficient for bidders to prepare and submit proposals for consideration by Town of Saratoga.

BIDDERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

- 1.2 Submittal Deadline: Town of Saratoga will accept proposals for selection until 11:30am on September 12, 2024.
- Town of Saratoga Contacts: Any questions or concerns regarding this RFP should be directed to the as shown below, and in written form.

TOWN OF SARATOGA REPRESENTATIVE:

Brenda Wilson, Town Clerk Town of Saratoga P.O. Box 206 6904 Main Street Saratoga, NC 27873

(O) 252.238.3487 Email: <u>saratoga@saratoganc.org</u>

1.4 Type of Contract:

The successful bidder will be required to enter into a Design/Build Contract with terms that are mutually agreeable to both parties. The form of contract shall be agreeable to all parties.

1.5 Inquiries and Interpretations:

Inquiries, and responses to inquiries, which directly affect an interpretation or change to this RFP will be issued in writing by addendum and communicated to all parties selected by pre-qualification for participation in this RFP phase. All addenda issued by Town of Saratoga shall be prior to the time that RFP is and shall be a part of and included

in the response. Bidders are required to acknowledge the receipt of all addenda in their proposal submitted.

Only those inquiries submitted in writing and responses issued by formal addenda shall be considered binding. Oral and other interpretations or qualifications will not be binding for this contract.

1.6 Criteria for Selection:

The Bidder selected for award of this contract will be the Bidder whose proposal, as presented in the response to this RFP, is most advantageous to Town of Saratoga. The Town of Saratoga is not bound to accept the lowest priced proposal if that proposal is not in the best interest of Town of Saratoga or is the "best value", as determined by Town of Saratoga.

Proposals will be evaluated by Town of Saratoga. The criteria for evaluation of proposals, and selection of the successful bidder, will be based on the following factors listed below:

- a. Price Proposal;
- b. Proposed design solution, including use of site & future expansion options;
- c. Knowledge of current building codes and safety codes;
- d. Bidder's ability to construct the facility by within 12 months;
- e. The qualifications and experience of the design and construction team members proposed to manage the project.
- 1.7 Bidder's Acceptance of Evaluation Methodology: Submission of a proposal indicates the Bidder's acceptance of the evaluation technique and the recognition that some subjective judgments must be made by Town of Saratoga during the selection process.
- 1.8 Commitment:

Bidder understand and agrees that this RFP is issued based on anticipated requirements for the development of proposed building renovation, including site development, and that Town of Saratoga has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFP. Furthermore, Bidder recognizes and understands that any cost borne by the Bidder that is related to preparation of this RFP is the sole risk and responsibility of the Bidder and shall not be reimbursed by Town of Saratoga.

1.9 Proposal Expenses:

Bidder recognizes and understands that any cost borne by the Bidder that is related to preparation of this RFP is the sole risk and responsibility of the Bidder and shall not be reimbursed by Town of Saratoga.

1.10	Time Schedule for Key Events:	
	Request for Proposals Issued:	8
	Due date for questions*:	<u> </u>
	Proposal Submittal Deadline:	<u> </u>

<u>8/19/2024</u>, 9:30am <u>9/6/2024</u>, 5:00pm <u>9/12/2024</u>, 11:30am

*All questions must be submitted in writing to the Town of Saratoga Town Clerk or emailed at saratoga@saratoganc.org

SECTION TWO

2. Proposal Requirements

- 2.1 General Instructions:
 - a. Bidder should carefully read the information contained herein, including the Design Criteria/Scope of Work (Section Three), and shall submit a response to all requirements and questions as directed.
 - b. Proposals and any other information submitted by Bidders in response to this RFP shall become the property of Town of Saratoga.
 - c. Town of Saratoga shall not be required to provide compensation to Bidders for any expenses incurred by Bidders for proposal preparation or for any presentations that may be made relating to this project. Bidders are to submit proposals at their own risk and expense.
 - d. Proposals submitted which are qualified with conditional clauses, alterations, or other items not called for in this RFP, or which contain irregularities of any kind, are subject to disqualification by Town of Saratoga, at its option.
 - e. Each proposal shall be prepared simply and economically, providing a straightforward, concise description of your firm's concept and ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of Town of Saratoga's needs.
 - f. Town of Saratoga reserves the right to accept or reject any or all proposals, waive any informalities or minor technical inconsistencies, or delete any item/requirement from this RFP or resulting contract deemed to be in Town of Saratoga's best interest.
 - g. Failure to comply with the requirements contained within this Request for Proposal may result in the rejection of your proposal.
- 2.2 Preparation and Submittal Instructions:
 - a. Bidders must complete, sign and return the attached Execution of Offer, Section Four, as a part of their Proposal response. Proposal must be signed by Bidder's company official authorized to obligate company in such proposals. Failure to sign these forms wills subject your proposal to disqualification.
 - b. Table of Contents: Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal. Sections should be separated by labeled dividers. Separate attachments, including supplemental information should

be clearly identified, referenced in Table of Contents, and provided in a separate section.

- c. Number of Copies: Submit a total of five (5) complete copies of the entire response. An original signature must appear on the Execution of Offer (Section Four) of at least one (1) copy submitted. These should be sealed in one envelope or container.
- d. Submission: Proposals will be received and marked with date and time received. Late proposals that are properly identified will be returned to the Bidder unopened. Late proposals will not be considered under any circumstances.
- e. Alternate Proposals: All bidders shall submit a base proposal based on the requirements contained within this RFP; however, Town of Saratoga may consider alternate proposals submitted. Bidders submitting alternate proposals shall clearly identify any exceptions taken to the requirements listed herein, and shall include a detailed description of the alternate(s) proposed. Bidders may suggest additions to the requirements with respect to the scope of work or services performed. All such suggestions shall be clearly identified. Alternate proposals shall be submitted ONLY as an attachment to your base proposal package.
- f. Withdrawal or Modification: No proposal may be changed, amended, or modified after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the deadline time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by Town of Saratoga, which shall be based on the Bidder's written submission of a reason acceptable to Town of Saratoga.
- g. Validity Period: Proposals are to be valid for Town of Saratoga's acceptance for a minimum of 60 days from the submittal deadline date to allow time for evaluation, selection and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Contract.
- 2.3 Pricing and Delivery Schedule:
 - a. Bidders must complete the Pricing and Delivery Schedule, Section 5.
 - b. Pricing shall reflect the full Scope of Work defined herein; inclusive of all associated costs for delivery, labor, insurance, taxes, overhead and profit, or as otherwise defined, as appropriate.
 - c. Town of Saratoga will not recognize or accept any charges or fees to perform this work that are not specifically stated in the Bidder's proposal.
 - d. Prompt payment discounts will not be considered in determining an award.

SECTION THREE

3. Design Criteria/Scope of Work:

3.1 General Instructions:

Town of Saratoga requests proposals, including conceptual design drawings, for the Design and Construction building renovation that meets the minimum specifications and design criteria contained in this Section.

3.2 Project Overview:

- Approximate 0.40-Acre site located at 7904 N. Rogers Street, Saratoga, NC 27873.
- Utilities are available:
 - Water: 6-inch diameter Main, served by the Town of Saratoga water system
 - Sewer: Town of Saratoga 8" sewer main located on the property (manhole at new intersection of East Main Street and North Rogers Street)
- Site is clear and is relatively level
- Geotechnical investigation has not been performed
- No Phase One Environmental Study has been done for property
- 3.3 Project Scope:

We would like the specifications below priced on renovation of building to allow commercial occupancy of the downstairs area (upstairs restored as unfinished).

- Demolition of existing concrete steps, exterior doors, exterior siding, roofing, interior walls, interior stairs, interior ceiling, etc. as needed for renovation and re-occupancy of building space.
- Site work (core & boot manhole, 4" Schedule 40 sewer piping, cleanout(s), internal plumbing, ³/₄" water service tap, water service road crossing, water service meter assembly, water service connection/plumbing to building, 2 EA concrete handicap parking spaces).
- Building foundation repair and leveling (include any structural corrections).
- Permits
- Building Exterior
 - ADA compliant wheelchair ramp to front entrance (finish floor 32" above natural ground level).
 - New exterior doors and frames, pre-hung, 6-panel, solid core, fiberglass doors with hinges, threshold, and weather stripping. Doors to be premachined for entry lock and deadbolt. Prime and paint with two (2) coats of semi-gloss paint. Install with lockset and deadbolt.
 - Removed existing windows and material necessary for installation of new windows. Replace any rotten/unsound window or framing components. Install framing as needed for proper window installation.

Install new replacement windows. Windows must be approved by the Program Representative prior to installation. Windows must have a full screen, window grids between the glass, double pane glass with weather seal, and security night latches. Clean all windows after install is complete.

- Vinyl siding exterior walls/gable/soffits with all appropriate caulking as needed.
- Seam metal roofing with underlayer (moisture protection), 26 gauge.
- Clean crawl space, level grade, install new 6 mil plastic vapor with 12" overlap at every seam.
- Access steps to side entrance (double door).
- HVAC System
 - Provide and install a new split unit heat pump system with ductwork in crawl space. Unit to be sized by HVAC contractor in accordance with ACCA Manual J specifications and must never exceed the manual J calculations by more than 1/2 ton (copy of room-by room calculations must be provided). To include: 15.0 SEER minimum, 2-stage, variablespeed blower, 10-year limited parts warranty. Installation to include all required ductwork, all low and high voltage wiring, new programable thermostat, exterior thermostat at unit, new equipment pad, new galvanized rain shield, permits, all other items needed for a complete installation.

Contractor shall provide a copy of the room-by-room Manual J sizing calculations to the Rehabilitation Specialist prior to installation.

Install exterior thermostat and set to balance point of the house to prevent supplementary heater operation when heat pump can meet the load.

All ductwork shall be designed in accordance with ACCA Manual D standards. Manual J calculations to be provided. Main ductwork shall be galvanized metal. All seams/joints shall be sealed with a UL-listed <u>bucket mastic product</u>. All ductwork shall be insulated to minimum R-8. Seal insulation seams with pressure-sensitive metallic tape or as prescribed by the manufacturer.

Prior to processing of a request for final payment, the Contractor must: provide an executed Energy Efficiency Certificate including the total duct leakage test results, secure approval from the Building Inspections Office, file all warranty paperwork on behalf of the owner and provide a copy to the owner, provide a completed waiver of liens form for all suppliers and subcontractors. Duct leakage testing is to be included and report provided.

- Building Interior
 - Electrical wiring/panel(s)/etc. to meet current building code requirements.
 - Floor removal, seal/repair any penetrations, R-19 insulation continuous, new LVP flooring.
 - Removal interior wall panels, new framing, insulation, sheetrock covering.
 - o Termite treatment
 - New ADA compliant bathroom to include walls, interior door, plumbing, sink, lavatory, grab rails.
 - Electric water heater.
 - Electrical outlets spaced in accordance with building code.
 - New ceiling/2nd floor area to include structural support, insulation, electrical, lighting fixtures, Second floor area to remain unfinished.
 - New stairs for access to second story.
 - LED lighting for downstairs and upstairs.
- All ADA accessible
- Outside spigots (single at front and single at back of building).
- 3.4 Deliverables:
 - Conceptual site plan, rendered
 - Conceptual building plan, with proposed ADA bathroom area located
 - Conceptual elevations, rendered
 - Adequate summary description of mechanical, electrical and plumbing requirements necessary for pricing
 - Price proposal for conceptual plans, to include the following:
 - Total cost of executing the scope defined in this RFP, Guaranteed Maximum Price (GMP) format
 - o Alternate Costs, as defined in the RFP or as offered by Bidder
 - Proposed design and construction schedule, with milestone dates highlighted
 - Proposed Delivery Schedule (total number of calendar days)

3.5 Insurance:

a. For any Contract which requires the Contractor to provide on-site services, the Contractor shall, prior to commencement of work, provide Town of Saratoga with Certificates of Insurance for coverage listed below and shall maintain such coverage in effect for the full duration of the Contract.

Worker's Compensation Insurance, as required by the laws of the United States and the State of North Carolina, covering all of the Contractor's employees engaged in any work hereunder. Employer's Liability coverage to be \$1,000,000.00

Comprehensive General Liability Insurance for bodily injury, death and property damage shall be \$5,000,000, per occurrence.

Comprehensive Automobile Liability Insurance against liability for bodily injury, death and property damage shall be \$5,000,000, per occurrence.

The owner, its staff, agents and consultants shall also be named as additional insureds with right of notice in the above-described policy or policies.

Contractor shall procure and maintain insurance (including but limited to professional design insurance) upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums, and all other expenses incurred to replace or repair the insured property. The property insurance obtained by the Contractor shall include the Owner as an additional insured and shall insure against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils and causes of loss or damage to the work, including materials in transit, at the site or at another location.

- b. Contractor shall deliver to Town of Saratoga:
 - 1. Certificates evidencing the existence of all such insurance promptly after the notice of award and prior to the performance of any services to be performed by the Contractor hereunder from or after the date of any agreement or purchase order; and
 - Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, the Contractor fails to pay any of the renewal premiums for the expiring policies, Town of Saratoga shall have the right to make such payments and deduct the amount thereof against the next payment coming due to the Contractor under any purchase order or agreement; and
 - 3. Such certificates shall name Town of Saratoga as additional insured, with the exception of the Workers' Compensation and Employer's Liability, and shall provide that the policies will not be cancelled until after thirty (30) days unconditional, unqualified written notice to Town of Saratoga, giving Town of Saratoga the right to pay the premium to maintain coverage.
- c. During the term of the Contract, providing and maintaining insurance coverage is a material obligation of the Contractor and is of the essence in the Contract. the insurance policies required in this RFP shall be kept in force for the periods below:
 - 1. Commercial General Liability Insurance, Auto Liability, Builder's Risk, and Owner's and Contractor's Protective shall be kept in force until receipt of final payment by the Contractor.
 - 2. Worker's Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed and accepted by Town of Saratoga in writing.

d. Contractor shall provide Town of Saratoga a full and complete copy of any insurance policy promptly upon request by Town of Saratoga, and without charge to Town of Saratoga.

SECTION FOUR

4. Execution of Offer

This Execution of Offer must be completed, signed, and returned with Bidder's proposal. Failure to complete, sign and return this Execution of Offer with the Proposal may result in rejection of the proposal.

4.1 General Instructions:

Signing a false statement may void the submitted proposal or any agreements or other contractual arrangements which may result from the submission of respondent's proposal. A false certification shall be deemed a material breach of contract and, at Town of Saratoga's option, may result in termination of any resulting contracting or purchase order.

- 1. By signature hereon, Bidder acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is *not* a contract or an offer to contract;
- 2. The submission of a proposal by the Bidder in response to this RFP will *not* create a contract between Town of Saratoga and Bidder;
- 3. Town of Saratoga has made no representation or warranty, written or oral, that one or more contracts with Town of Saratoga will be awarded under this RFP; and
- 4. Bidder shall bear, as its sole risk and responsibility, any cost which arises from Bidders preparation of a response to this RFP.

By signing hereon, Bidder offers and agrees to furnish to Town of Saratoga the products and/or service more particularly described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Bidder represents and warrants that:

- 1. Bidder is a reputable company or entity regularly engaged in providing products and/or services necessary to meet the terms, conditions, and requirements of this RFP; and
- 2. Bidder has necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of this RFP; and
- 3. Bidder is aware of, is fully informed about , and is in full compliance with all applicable federal, state and local laws, rules, regulations, and ordinances; and
- 4. Bidder understands the requirements and specifications set forth in this RFP.

By Signature hereon, Bidder certifies that the individual signing this document and the documents made part of this RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Bidder's proposal.

Submitted and Certified by:

(Bidder's Name)

(Date)

(Authorized Signature)

(Printed Name/Title)

(Telephone Number)

(Street Address)

(City, State, & Zip Code)

SECTION FIVE

5. Pricing and Delivery Schedule

Proposal of:

(Company Name)

TO: Town of Saratoga

RE: Walston/Triangle Building Renovation

Having carefully examined all the requirements of the Request for Proposals and any attachments and addenda, thereto, the undersigned proposes to furnish the design and construction services as required pursuant to the aforementioned documents at the below quoted terms:

5.1 **PRICING SCHEDULE:**

The total cost of executing the scope as proposed by the Bidder is:

Building-Related costs:	\$
Site-Related costs:	\$
Design-Related costs:	<u>\$</u>
Construction Fees (OH/P):	<u>\$</u>
Contingency:	\$

TOTAL ESTIMATED MAXIMUM PRICE: <u>\$</u>_____

(Base Proposal)

Final Cost to be negotiated with selected contractor. Submitted price is for budget evaluation purposes.

5.2 UNIT PRICE SCHEDULE:

<u>Unit Price No. 1: Undercut/Replacement of Unsuitable Soils, Open Excavations:</u> Provide a unit price for the removal of unsuitable soils encountered in open excavations and replacement with suitable offsite fill material, including the disposal of excavated unsuitable materials offsite, if required.

Unit of Measurement: Cubic yards excavated

<u>Unit Price No. 2: Undercut/Replacement of Unsuitable Soils, Trench Excavations:</u> Provide a unit price for the removal of unsuitable soils encountered in trench excavations and replacement with suitable offsite fill material, including the disposal of excavated unsuitable materials offsite, if required.

Unit of Measurement: Cubic yards excavated

5.3 ALTERNATES PROPOSED/REQUESTED:

Insert any proposed/recommended alternate price in space provided; include description of alternate and additional construction days, if any, required for alternate.

(ADD) insert proposed alternate here: \$

5.4 **DELIVERY SCHEDULE:**

Certificate of Occupancy to completed building shall be on or before June 30 2025.

THE TOWN OF SARATOGA IS AN EQUAL OPPORTUNITY EMPLOYER AND SERVICE PROVIDER.



END OF DOCUMENT

EXISTING BUILDING EXTERIOR PHOTOS







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