

Request for Proposals (RFP)
2018-003
For
Construction of the
Native Garden at
Mary Ross Waterfront Park

Issued by the
Brunswick Urban Redevelopment Agency
And
City of Brunswick

Request for Proposals

TITLE: Construction of the Native Garden at Mary Ross Waterfront Park

DESCRIPTION: The City of Brunswick (“City”), in conjunction with the Brunswick Urban Redevelopment Agency (“URA”) are seeking proposals from experienced organizations, firms, or individuals interested in construction of a Native Garden at Mary Ross Waterfront Park

DEADLINE FOR SUBMITTING PROPOSALS: Proposals must be received at the address shown below by **August 13, 2018, 5:00 p.m.** (Eastern Daylight Time)

PROPOSAL DELIVERY ADDRESSES:

**Brunswick URA
Attn: Mathew Hill
1229 Newcastle St.
Brunswick, GA 31520**

QUESTIONS REGARDING THE RFP PROCESS: Submit in writing via e-mail to mhill@cityofbrunswick-ga.gov no later than **5:00 p.m. (Eastern Daylight Time), July 30, 2018.**

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Section I: INTRODUCTION

The Brunswick Urban Redevelopment Agency (URA) and City of Brunswick (City) desires to expand the recreational opportunities and create a draw for its residents and visitors by revitalizing and enhancing the city owned Mary Ross Waterfront Park, by constructing a native garden, and other enhancements. Mary Ross Waterfront Park is a 4.59 acre site located in the Downtown Area of the City of Brunswick, GA. The site is bordered by Bay Street on the east, Gloucester Street on the south, F Street on the north and the East River on the west. The site is currently a functioning passive park and farmer's market. The Native Garden area is an approximately .14 acre portion of the park located at the north east corner of the park, between the farmer's market pavilion and parking area.

The proposals to shall include removal/demolition of existing landscape and structures, erosion and sediment control, utility connections, landscape installation, irrigation design and installation, hardscape construction for pergolas, walking paths, monument bases, construction of a reticulating water feature, site furnishings and lighting. This project is expected to commence immediately following the selection of the successful proposer.

This RFP invites companies to submit proposals describing (for all areas) proposed materials to be used, construction, and installation for the Native Garden. Proposals should also include projected cost for the proposed design, and a timeline estimating the completion of each section of the project.

The URA reserves the right to reject any or all responses to this RFP and is under no obligation to award a contract. The URA prefers to use one firm to provide all items put forth in this RFP but reserves the right, for any reason, to apportion any aspect of the project as it deems is in the interest of the URA and to do so.

The URA and City of Brunswick shall not be liable to any respondent for costs associated with responding to this RFP, for the respondent's participation in any oral interview if required, or for any costs associated with negotiations. The responsibility for the final selection and negotiation rests solely with the URA.

Section II: SCOPE OF WORK

The scope will be based on the design and specifications prepared by Steffens & Associates dated May, 2018, outlined as follows:

- Erosion and Sediment Control
- Demolition
- Stormwater management
- Utilities
- ADA accessible path
- Edgings and bases
- Construction of pergolas

- Lighting and electrical
- Plumbing
- Irrigation design and installation
- Construction of water feature
- Soil management
- Landscape materials

a. **MAINTENANCE OF USE**

Contractor shall ensure that work on the site has minimal impact to the continued operation of the Farmer’s Market. Any planned use of the existing parking area must be approved prior to the start of construction.

b. **CONSTRUCTION SCHEDULE**

The URA and City will solicit input from the selected Contractor regarding the most efficient and effective sequence of construction. The Contractor will be required to submit a detailed Sequence of Construction, which will be reviewed and approved by the URA and City.

The Contractor’s construction schedule shall take the following into consideration:

Pedestrian and Vehicular Disruptions: A minimum of ten (10) business days’ prior to when the work will begin, any pedestrian or vehicular disruption shall be coordinated with the City Public Works Department and Downtown Development Authority. In all cases, the sidewalks shall be restored at the end of each work day so they can be accessed in the evening and on weekends.

c. **REUSE OF EXISTING FURNISHINGS**

The following items will be left in place or re-positioned and should be protected during construction:

- Flag Pole – the flag pole may be left in place, it should be protected from damage during construction.
- Brunswick Stew Pot – the stew pot and it’s concrete base will be re-installed. The pot and base may be moved to a temporary location during construction, the temporary location will be coordinated with the Downtown Development Authority.

d. **SOIL WORK**

The Contractor is responsible for the sub-grade and structural soil. Horticultural top soils and planting soils shall be used per the Plant List and Details.

e. **PLANTING**

The Contractor shall be responsible to furnish all plant materials as specified in the

Plant List and Details. Contractor shall prove a one year warranty on all plant materials furnished and installed by the contractor.

f. SITE FURNISHINGS

The City will purchase the trash and recycling receptacles and benches specified in the plan. These items will be shipped either directly to the site or to the Contractor's facility, per the Contractor's preference. It will be the responsibility of the Contractor to accept delivery, provide safe storage, transport (if necessary) and install per the plans and manufacturer's instructions.

Section III: TENTATIVE SCHEDULE

Request for proposal:	July 2, 2018
Last Day for respondents' questions:	July 30, 2018
Proposal Deadline No Later Than 5:00 p.m. EDST:	August 13, 2018

Section IV: PROCUREMENT PROCESS

The URA/ City of Brunswick's Rights and Options:

The URA, at its sole discretion, reserves the following rights:

- Supplement, add to, delete from and change this RFP document;
- determine which respondent, if any, shall be selected for negotiations;
- reject any or all proposals or information received pursuant to this RFP;
- supplement, amend, substitute or otherwise modify this RFP at any time;
- cancel this RFP with or without the substitution of another RFP;
- request additional data or information after the submittal date, if such data or information is considered pertinent, in the URA's sole view, to aid the review and selection process;
- conduct investigations with respect to the qualifications and experience of each respondent;
- take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interests of the URA and City of Brunswick;
- require one or more respondents to supplement, clarify or provide additional information in order for the URA to evaluate the RFPs submitted;
- waive any defect or technicality in any response to this RFP received; and
- reject any portion of any submittal and/or reject all submittals, to waive any informalities or irregularities in the submittals or to re-advertise.

Section V: Expense of Submittal Preparation

This RFP is a public document. By responding to this RFP, respondents waive any challenge to the URA/ City of Brunswick decisions in this regard.

If any submittal contains confidential technical, financial or other types of information, the respondent must clearly label the specific portions sought to be kept confidential and specify the

exemption that the respondent is relying upon. Marking all or substantially all of a response as confidential may result in the response being considered non-responsive. Notwithstanding the foregoing, respondents recognize and agree that the URA will not be responsible or liable in any way for any losses that the respondent may suffer from the disclosure of information or materials to third parties.

The URA reserves the right to reject any or all responses to this RFP and is under no obligation to award a contract. The URA prefer to use one firm to provide all items put forth in this RFP but reserves the right, for any reason, to apportion any aspect of the project as it deems is in the interest of the URA and City to do so.

The URA and City shall not be liable to any respondent for costs associated with responding to this RFP, for the respondent's participation in any oral interview if required, or for any costs associated with negotiations. The responsibility for the final selection and negotiation rests solely with the URA.

Section VI: Questions/Clarifications Request

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any respondent. Respondents must request such interpretation or clarification in writing from the URA by email. The URA will circulate to all other respondents the questions and answers. The last day for questions is July 30, 2018. Questions should be directed to: Mathew Hill, URA Secretary, P. O. Box 684 • Brunswick, Ga. 31521.

Email: mhill@cityofbrunswick-ga.gov

All clarifications or addenda shall become part of this RFP.

Section VII: Review Process

A committee will review the proposals when received by the URA. The committee will report its findings to the URA board, who will make the final selection.

Section VIII: Proposal Correspondent

Upon Release of this Request for Proposal, all vendor communications concerning this acquisition must be directed to the correspondent listed below:

Mathew Hill
mhill@cityofbrunswick-ga.gov
P.O. Box 684, Brunswick, GA 31521

Unauthorized contact regarding the proposal with other Brunswick City employees, URA Board Members or City Commissioners may result in disqualification. Any oral communications will be considered unofficial and non-binding on the URA and City. Vendor should rely only on written statements issued by the proposal correspondent.

Section IX: Proposal Questions

All questions must be submitted in writing to the proposal correspondent named above.

Section X: Proposal Response Date and Location

The URA must receive the proposal in a sealed envelope or container, in its entirety, **no later than 5:00 p.m., Eastern Daylight Time in Brunswick, Georgia on August 13, 2018.** Unsealed proposals, including facsimile proposals, will not be considered. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the URA and may not be returned. One (1) original, three (3) copies and one (1) electronic copy (PDF) of the proposal must be submitted to allow for evaluation. Proposals must be clearly marked on the outside of the package:

**Request For Proposal 2018-003 (Mary Ross Park)
Brunswick Urban Redevelopment Agency
1229 Newcastle Street
Brunswick, GA 31520.**

Vendors assume the risk of the method of dispatch chosen. The URA and City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

Section XI: Waiver of Technicalities

All items must meet or exceed specifications as stated by the Brunswick Urban Redevelopment Agency. The Brunswick Urban Redevelopment Agency reserves the right to waive any technicalities and to reject or accept any Proposal in its entirety or to accept any portion thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the URA and City. Award may be made by item number or in total. Determination of best response to proposal will be the sole judgment of the URA and City. Proposals shall remain valid for 120 days from the date of proposal opening.

Section XII: Proposal Rejection

The URA and City reserves the right to reject any or all proposals at any time without penalty. **Any vendor, who acts as a supplier to another vendor submitting a proposal and also submits a proposal of their own, will be viewed as participating in Collusive behavior. This behavior displays a pattern or practice of unethical or immoral business practices. Any vendor associated with this practice may be banned from doing business with the URA and City of Brunswick for up to three years.**

Section XIII: Modification of Proposals

Any clerical mistake that is patently obvious on the face of the proposal may, subject to the limitations described below, be corrected upon written request and verification submitted by the proposers. A nonmaterial omission in a proposal may be corrected if the URA determines that correction to be in the URA's best interest. Omissions affecting or relating to any of the following

shall be deemed material and shall not be corrected after Proposal opening:

- (1) Price Information; and
- (2) Any required Insurance

Section XIV: Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the proposal opening. After proposals have been publicly opened, withdrawal of a proposal shall be based upon the following:

The Proposer shall give notice in writing of his claim of right to withdraw his proposal due to an error within two business days after the conclusion of the proposal opening procedure. Proposals may be withdrawn from consideration if the price is substantially lower than the other proposals due solely to a mistake therein, provided:

- the proposal was submitted in good faith,
- the mistake was a clerical mistake as opposed to a judgment mistake
- the mistake was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal,
- the mistake was an unintentional arithmetical error or unintentional omission
- The mistake can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn.

The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be the low proposal.

Section XV: Proposer's Responsibility

When determining whether a proposer is responsible, or when evaluating a proposal, the following factors may be considered, any one of which will suffice to determine whether a Proposer is responsible or the proposal is the most advantageous to the URA:

- The ability, capacity, and skill of the proposer to perform the contract or provide the equipment and/or service required.
- The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- Whether the Proposer can perform the contract within the time specified.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the Proposer's failure to perform satisfactorily or complete any written contract. The URA's termination for default of a previous contract with a Proposer, within the past three years, shall be deemed to be such a failure.
- The previous and existing compliance by the Proposer with laws relating to the contract or service.
- Evidence of collusion with any other Proposers, in which case colluding proposers will be restricted from submitting further proposals on the subject project or future proposals, for a period not less than three years.
- The Proposer has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any

other state, by the United States, or in a foreign country, province or municipality. Proposer shall affirmatively disclose to the Brunswick Urban Redevelopment Agency all such convictions, especially of management personnel or the proposers as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the URA's sole option and discretion, for termination for default subsequent to award or execution of the contract.

- If the Proposer will be unable, financially or otherwise, to perform the work.
- At the time of the proposal opening, the Proposer is not authorized to do business in the Georgia, or otherwise lacks a necessary license, registration or permit.
- Any other reason deemed proper by the URA and City.

Section XVI: Terms and Conditions

All responses and supporting materials as well as correspondence relating to this RFP become property of the URA and the City when received. Any proprietary information contained in the response should be so indicated. However, a general indication that the entire content or a major portion of the proposal is proprietary will not be honored. The following terms and conditions shall also apply:

- A. As a result of the selection of a vendor to supply products and/or services to Brunswick Urban Redevelopment Agency, the Brunswick Urban Redevelopment Agency and City of Brunswick is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the Brunswick Urban Redevelopment Agency and City of Brunswick, promotional material, brochures, sales presentation or the like without the express written consent of the City of Brunswick.
- B. The Brunswick Urban Redevelopment Agency and City of Brunswick reserves the right to refrain from contracting with or purchasing from any vendor. The release of this proposal does not compel the Brunswick Urban Redevelopment Agency or City of Brunswick to purchase.
- C. All applicable Federal and State of Georgia laws, City of Brunswick and Glynn County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the respondents throughout and incorporated herein.
- D. Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.
- E. The successful Proposer shall secure, at its expense, all licenses and permits applicable to the proposed development. The Proposer shall also be solely responsible for payment of any and all taxes, permits, licenses and fees.
- F. The successful Proposer may not sell, subcontract, assign or otherwise transfer its interest in the project without the prior written approval of the Brunswick Urban Redevelopment Agency.
- G. No Response shall be accepted from, and no contract will be awarded to, any person, firm or corporation that (i) is in arrears to the City of Brunswick with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.
- H. The City and URA shall be able to request of the respondent's satisfactory evidence that they have the necessary financial resources to accomplish the developments as contemplated in the RFP.

Section XVII: Proposal Award and Execution

The Brunswick Urban Redevelopment Agency will select the proposal that, in their sole discretion, is the most responsive and responsible proposal to the Brunswick Urban Redevelopment Agency. The URA and City reserves the right to make any award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer. The specification may be altered by the URA or City based on the proposal and an increase or reduction of services with the manufacturer may be negotiated before proposal award and execution.

Should the Brunswick Urban Redevelopment Agency require additional time to award the Contract, the time may be extended by the mutual agreement between the parties. If an award of Contract has not been made within ninety (90) days from the bid date or within the extension mutually agreed upon, the Proposer may withdraw the Bid without further liability on the part of either party.

Section XVIII: Local Vendor Preference

Local Vendor means a bidder or offeror which operates and maintains a brick and mortar business, i.e. a physical business address, within the city limits of the City of Brunswick, has a current business license, has paid in full all real and personal taxes owed the City, is considered a vendor in good standing with the City and can obtain an active vendor status.

The URA Encourages respondents to use local and minority vendors wherever and whenever possible.

Policy to be stated. This policy shall be so stated in all applicable solicitations.

Exemptions. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia (O.C.G.A §36-91 or §32-4).

Section XIX: Insurance

The respondent must provide evidence, satisfactory to the City, of the following insurance requirements:

Eligibility As a Condition of Award, the successful Proposer will be required to:

Enter into a standard contract with the URA, which shall include a work schedule.

Indemnify and save harmless the URA, City, its employees, agents and representatives from and against all damages, demands, actions, claims, injuries, and expenses incurred or made against the URA, or City arising from or connected with the Vendor's negligent, performance or non-performance, or the breach of any representation or warranty.

Provide professional errors and omissions liability insurance with a minimum of \$1,000,000 per claim and an aggregate of \$2,000,000 and commercial general liability insurance with a minimum of \$1,000,000 per occurrence, with the URA and City as an additional insured.

- The developer will maintain Builders Risk Insurance with limits as dictated by lenders(s).

- The URA requires the Contractor to have and maintain the following insurance coverage and indemnification provisions with the City of Brunswick named as an additional insured hereunder.
- The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:

<i>Bodily Injury by Accident:</i>	<i>\$100,000 each accident \$1,000,000 per occurrence limit</i>
<i>Comprehensive General Liability:</i>	<i>\$1,000,000 per occurrence</i>
<i>Automobile Liability:</i>	<i>\$1,000,000 per occurrence for bodily injury \$1,000,000 per occurrence for property damage</i>
<i>Workers' Compensation:</i>	<i>Statutory Limits</i>

- Proof of Insurance: The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by the City.

Section XX: Equal Opportunity

The Brunswick Urban Redevelopment Agency and City of Brunswick are equal opportunity owner/employers and will not discriminate against any vendor because of race, creed, color, religion, sex, national origin, or ADA disability status.

Section XXI: Web Sites

The following Websites may be of interest

City of Brunswick	www.brunswickga.org
Mary Ross Park Master Plan	www.brunswickga.org/sg_userfiles/maryrossmasterfinal.pdf
Glynn County	www.glynncounty.org
The Golden Isles Visitors Bureau	www.goldenisles.com
Glynn County Health Department	www.gachd.org/counties/glynn_county_health_department_1/
Coastal Regional Commission	www.crc.ga.gov
Brunswick Golden Isles Chamber	www.bgicoc.com
Brunswick Golden Isles EDA	www.georgiasgoldenopportunity.com
Brunswick DDA / Mainstreet	www.discoverbrunswick.com

Section XXII: Sources

The following sources are for information only. The Contractor may suggest other sources:

Cypress Arbor:

Unique Building Supplies
Jim Williams
320 Perry Lane Rd.
Brunswick, GA 31525
912-280-0721

KorKat
Meghan McDonald
221 Cable Industrial Way
Carrollton, GA 30117
912-230-7942

Native Plant Nurseries:

Florabundance Gardens
Deborah Sheppard
PO Box D1050
Darien, GA 31305
912-230-3119

Section XXIII: Exhibits

The following documents are part of the RFP:

Exhibit A	Aerial Site Map
Exhibit B	Native Garden Paving Layout May, 2018
Exhibit C	Native Garden Planting Plan May, 2018
Exhibit D	Native Garden Plant List and Details May, 2018

Exhibit A
Aerial Site Map

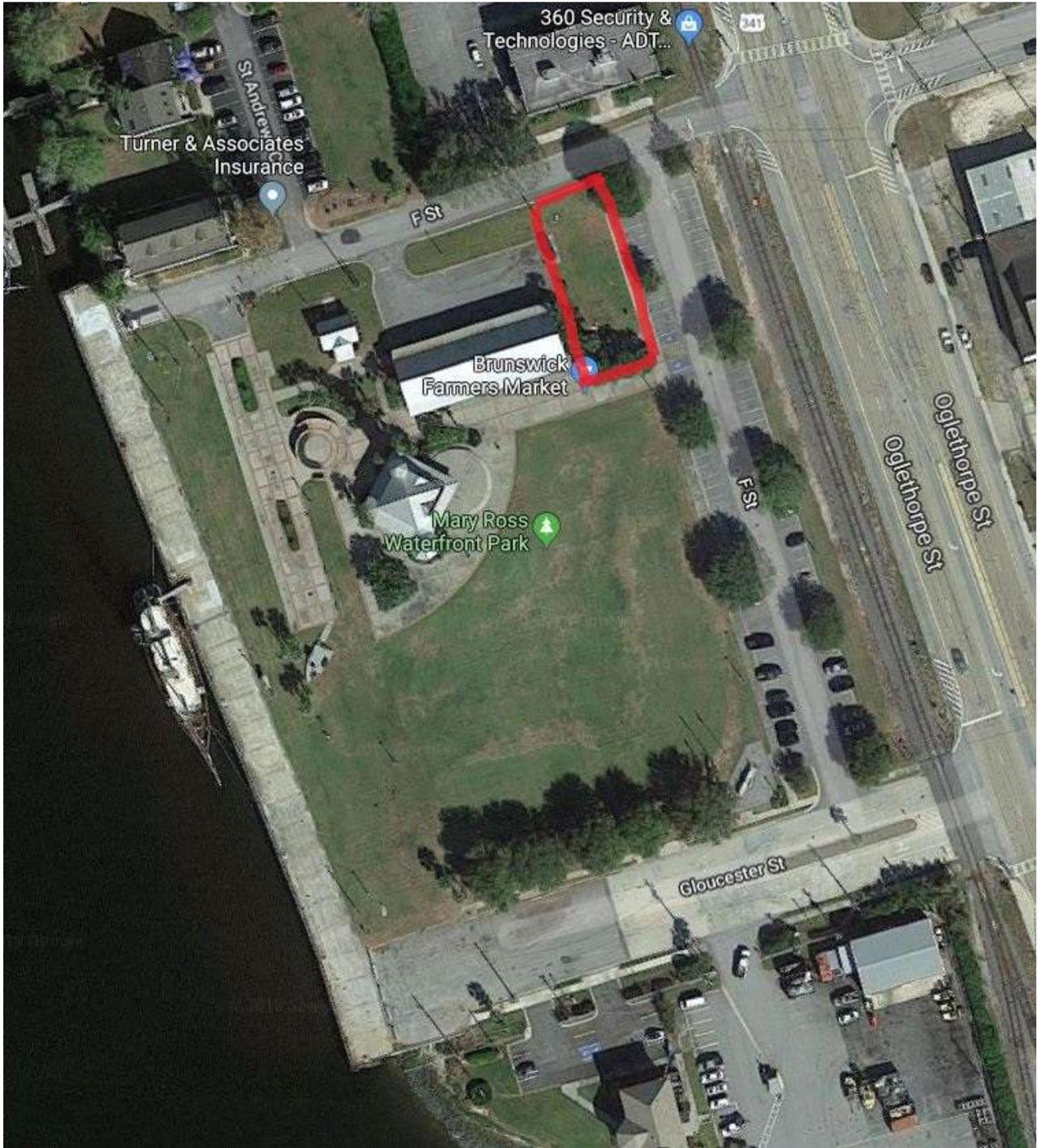


Exhibit D Native Garden Planting Detail

ITEM #	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
1	Site Preparation	1	Sq. Ft.	1.50	1.50
2	Planting	1	Plant	10.00	10.00
3	Watering	1	Hour	15.00	15.00
4	Site Cleanup	1	Sq. Ft.	1.50	1.50
5	Final Inspection	1	Hour	15.00	15.00
6	Planting	1	Plant	10.00	10.00
7	Watering	1	Hour	15.00	15.00
8	Site Cleanup	1	Sq. Ft.	1.50	1.50
9	Final Inspection	1	Hour	15.00	15.00
10	Planting	1	Plant	10.00	10.00
11	Watering	1	Hour	15.00	15.00
12	Site Cleanup	1	Sq. Ft.	1.50	1.50
13	Final Inspection	1	Hour	15.00	15.00
14	Planting	1	Plant	10.00	10.00
15	Watering	1	Hour	15.00	15.00
16	Site Cleanup	1	Sq. Ft.	1.50	1.50
17	Final Inspection	1	Hour	15.00	15.00
18	Planting	1	Plant	10.00	10.00
19	Watering	1	Hour	15.00	15.00
20	Site Cleanup	1	Sq. Ft.	1.50	1.50
21	Final Inspection	1	Hour	15.00	15.00
22	Planting	1	Plant	10.00	10.00
23	Watering	1	Hour	15.00	15.00
24	Site Cleanup	1	Sq. Ft.	1.50	1.50
25	Final Inspection	1	Hour	15.00	15.00

Foundation Detail
Scale: 1/2"=1'

Plan View
Scale: 1/2"=1'

Elevation View
Scale: 1/2"=1'

Cross-section Detail
Scale: 1/2"=1'

Plan View
Scale: 1/2"=1'

Elevation View
Scale: 1/2"=1'

Cross-section Detail
Scale: 1/2"=1'

Plan View
Scale: 1/2"=1'

Elevation View
Scale: 1/2"=1'

Cross-section Detail
Scale: 1/2"=1'

1. 1/2" x 1/2" x 1/2" rebar
2. 4" concrete
3. 1" Styrofoam insulation
4. 1/2" x 1/2" x 1/2" rebar

1. 1/2" x 1/2" x 1/2" rebar
2. 4" concrete
3. 1" Styrofoam insulation
4. 1/2" x 1/2" x 1/2" rebar

1. 1/2" x 1/2" x 1/2" rebar
2. 4" concrete
3. 1" Styrofoam insulation
4. 1/2" x 1/2" x 1/2" rebar

Mary Ross Waterfront Park
Brunswick Urban Redevelopment Agency
Brunswick, Georgia

STEFFENS
ASSOCIATES
LAND ARCHITECTS
1100 Peachtree St. N.E., Suite 1000
Atlanta, Georgia 30309
404.525.8800

Project: Native Garden Planting Details
Date: May 2017
Revision: November 2017
Project Location: 4000 22nd St

SHEET
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of 3