



## REQUEST FOR QUALIFICATIONS

ENGINEER PROFESSIONAL SERVICES  
For  
GEOTECHNICAL AND MATERIAL TESTING  
For the

### **Additions and Renovations**

to the  
**South Padre Island Convention Center**



**City of South Padre Island, Texas**

November 2012

## **SECTION 1 INTRODUCTION**

### **1.1 Background**

South Padre Island lies on the southernmost tip of Texas and is situated on the south end of Padre Island, the longest Barrier Island in the world and the largest stretch of undeveloped ocean beach in North America. It sits just 30 miles north of Mexico and is linked to the mainland by a two and a half mile long bridge, the Queen Isabella Memorial Causeway.

The City of South Padre Island is home to an estimated 5,000 people, and according to the Convention and Visitors Bureau, over one million people visit the Island every year.

The City of South Padre Island, Texas wishes to increase the size of their current convention facility which was built in 1992 in order to accommodate larger groups and functions. They also wish to renovate the current existing facility which is now 20 years old and in need of some repairs and interior updates

### **1.2 Purpose and Objectives**

City of South Padre Island, Texas is soliciting a statement of qualifications from interested firms for Engineering Services that specifically address Geo-technical and Materials Testing. Responses must address the requirements set forth in this Request for Qualifications. A contract awarded as a result of this solicitation shall be for a period of two years, with an option to renew for a one-year period.

**SECTION 2  
SCOPE OF SERVICES**

**2.1 Services**

The successful respondent to this solicitation shall be required to provide engineering services in the area of geotechnical and materials testing as needed by The City of South Padre Island. The scope of services shall include, but no be limited to, the following:

- A. Testing of soil conditions for proper foundation design
- B. Testing of select fill dirt for proper compaction below foundation prior to pouring of concrete
- C. Testing of concrete samples during concrete pour.
- D. Testing of sub-grades, caliche bases and asphalt for parking areas
- E. Testing of reinforcing and structural steel
- F. Floor flatness testing
- G. Testing of fireproof materials
- H. Testing of steel welding

**2.2 Scope of Services – Project Information**

South Padre Island Convention Center Renovation & Expansion				
Renovation/Addition				
	Renovations	CCL	New Construction	CCL
<i>Exhibit Hall</i>	22,500	<b>\$2,925,000</b>		
<i>New Exhibit Hall (addition)</i>			18,000	<b>\$4,500,000</b>
<i>Meeting Rooms</i>	12,000	<b>\$1,560,000</b>		
<i>Administration space</i>	2,500	<b>\$325,000</b>	3,000	<b>\$750,000</b>
<i>Kitchen</i>	3,000			
<i>Lobby Circulation/ Pre Function Space</i>	16,000	<b>\$2,080,000</b>	6,000	<b>\$1,500,000</b>
<i>Storage</i>	5,000	<b>\$650,000</b>	2,000	<b>\$500,000</b>
<i>Restroom and Support services</i>	15,000	<b>\$1,950,000</b>	4,000	<b>\$1,000,000</b>
<i>Ballroom (addition)</i>		<b>\$0</b>	6,000	<b>\$1,500,000</b>
	76,000	\$9,490,000	39,000	\$9,750,000
<b>TOTAL SQ FT</b>	<b>115,000</b>			
Preliminary Cost Estimate				
<i>TOTAL BUILDING CCL</i>	<b>\$19,240,000</b>			
<i>Parking Garage</i>	<b>\$5,000,000</b>	Allowance		
<i>Sitework</i>	<b>\$1,000,000</b>	Allowance		
<i>CCL</i>	<b>\$25,240,000</b>			

**SECTION 3**  
**INSTRUCTIONS AND RESPONSE REQUIREMENTS**

**3.1 Acceptance of Submittals**

- A. The City of South Padre Island reserves the right to accept or reject any or all responses, to waive informalities and minor technicalities, or to cancel this RFQ in part or in its entirety, according to what is in the best interest of City of South Padre Island.
- B. All responses must comply with the following criteria:
  - 1. Shall be timely delivered only to the address and office indicated by this RFQ. Responses delivered to any other office within the City of South Padre Island will not be considered as having been submitted until the same is routed to the proper address and office, and City of South Padre Island shall have no obligation or duty to timely route such mis-delivered response;
  - 2. Shall be delivered in plain-colored, sealed, envelope that is properly addressed and labeled; and
  - 3. Shall be signed in blue or black ink by the person with authority to bind the respondent to a contract with City of South Padre Island.
- C. Respondents submitting responses through the U.S. Mail or private courier services do so at their own risk that the submittal document may be delivered to the incorrect address and/or office or after the deadline for submittal.
- D. Responses submitted after the deadline shall not be accepted, and any response received after the deadline shall be returned unopened to the respondent.
- E. All submittals will become the property of City of South Padre Island, whether or not a contract is awarded.

**3.2 Preparation Instructions**

- A. Responses shall be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on completeness, clarity of content and responsiveness to the requirements.
- B. Qualification Statements must be typed or printed on letter size (8-1/2 x 11) white paper suitable for copies.
- C. Respondents must submit one original and ten (10) copies, of the complete response.

### **3.3 Submittal Deadline and Location**

- A. All responses must be received by City of South Padre Island no later than **2:00PM CST Wednesday, December 12, 2012**
- B. Hand deliver or express mail to:

City of South Padre Island  
4601 Padre Blvd  
South Padre Island , TX 78597  
Attn: City Secretaries Office

### **3.4 Contacts**

Any questions or concerns regarding this Request for Qualifications shall be directed to:

Diana Bravo Gonzalez, AIA  
Project Manager  
Broaddus & Associates  
1100 E Jasmine Suite 102  
McAllen, Texas 78501  
(956) 688-2305 (956) 545-5504  
dgonzalez@broaddusassociates.com

The City of South Padre Island specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individual.

### **3.5 Open Records**

Information, documentation and other materials submitted in response to this solicitation shall be subject to public disclosure under the Texas Public Information Act (Texas Government code, Chapter 552). Notwithstanding the foregoing, disclosure of information related to this solicitation shall be made only after a contract is awarded.

### **3.6 Award of Contract**

The City of South Padre Island is requesting responses to this RFQ with the intent to award a contract for the requirements contained herein. However, the City of South Padre Island is not obligated to award a contract under this solicitation and reserves the right to reject any and all response. The City of South Padre Island shall reserve the right to award a contract for all or any of the requirements in this RFQ, to award multiple contracts, or to not award any contract, according to what is in the best interest of the City of South Padre Island

### **3.7 Validity Period**

Responses are to be valid for a minimum of sixty (60) days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

## **SECTION 4 STATEMENT OF QUALIFICATIONS**

Respondents must submit a Statement of Qualifications that addresses the following minimum requirements.

### **4.1 Company Information**

- A. Include the full, legal name of the company; the number of years in business; type of organization (Individual, Partnership, Corporation, Etc.); number of employees.
- B. Describe your organization, including lines of authority and communications.
- C. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company.

### **4.2 Narrative**

Include a brief narrative of your experience and expertise relating to the scope of services as requested in Section 2 of this RFQ. In particular your experience with Island construction

### **4.3 Qualifications**

Respondent must meet the following minimum qualifications:

- Must have been in business for a minimum of 10 years
- Professional Engineer(s) on staff

### **4.4 References**

Provide a customer reference list of no less than five (5) organizations with whom you currently have a contract to provide services of equal type and scope as requested herein. The reference list is to include company name, contact person, telephone number and length of business relationship. References involved in higher education are preferred.

### **4.5 Questionnaire**

- A. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the City of South Padre Island.
- B. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- C. Does any relationship exist whether by relative, business associate, capital funding agreement or any other type of relationship between your company and any City of South Padre Island employee or member of the SPI City Council

- D. Include resumes indicating the qualifications of the staff that would be assigned to perform the work for the City of South Padre Island. State the names of the person(s) authorized to make firm representations and bind the firm.
- E. Provide a statement concerning the independence of the firm, including direct and indirect financial interest and the relationship of the proposed audit team to employees of the City of South Padre Island and any members of the SPI City Council.
- G. Provide documentation on the continuing education acquired, in the past three years, by all staff who will be involved in the audit.
- H. Provide the names and qualifications of outside specialists and consultants, if any, that will assist the firm's staff members.
- I. Describe and provide documentation on the firm's internal quality control system.
- I. Describe and provide documents on the firm's participation in, and results, of its external quality control review program. State whether the firm has received an unqualified report. Include the name of the external quality control review organization of which the firm is a member and the length of the membership.

## **SECTION 5 EVALUATION CRITERIA FOR AWARD**

### **5.1 Evaluation Criteria**

The City of South Padre Island will utilize an evaluation team for the evaluation of responses. The evaluation team will evaluate based on the criteria set forth below:

- A. The quality of the response, including the adequacy of information provided.
- B. The Respondent's experience in providing the services requested.
- C. The qualifications and experience of the Respondent's staff.
- D. The quality of references from past customers of Respondent.
- E. The Respondent's experience with building and testing on SPI

### **5.2 Contract Award Process**

The City of South Padre Island will evaluate responses and rank respondents based on the total points received for the above listed criteria. The City of South Padre Island will attempt to negotiate a contract with the top-rated respondent. If The City of South Padre Island is unable to negotiate a contract with the top-rated respondent, the City of South Padre Island will terminate negotiations and begin to negotiate a contract with the next highest rated respondent. This process will continue until a contract is awarded.

## **SECTION 6 GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions shall be made a part of and govern any contract resulting from this Request for Qualifications.

### **6.1 Time of Performance**

Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and render services set forth in the requirements in this Contract.

### **6.2 Acceptance of Products and Services**

All products furnished and all services performed under this Contract shall be to the satisfaction of the City of South Padre Island and in accordance with the scope of work, specifications, terms, and conditions of the Contract. The City of South Padre Island reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability of such products and services.

### **6.3 Default and Termination**

- a. In the event of substantial failure by a party to perform in accordance with the terms hereof, the other party may terminate this Contract upon ten (10) days' written notice of termination stating the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the ten-day period), provided that said failure is through no fault of the terminating party.
- b. The City of South Padre Island may terminate this Contract for convenience by giving thirty (30) days' written notice to Contractor. In no event shall termination under this section give rise to any liability on the part of The City of South Padre Island. The City of South Padre Island sole obligation hereunder is to pay the testing firm for services/products provided under this Contract prior to the date of termination.
- c. Termination under section a. and b. above shall not relieve the testing firm or any of its employees of liability for violations of this Contract or any act or omission of the the testing firm.

### **6.4 Indemnification**

- a. The testing firm agrees to indemnify and hold harmless the City of South Padre Island and its council and employees from and against all claims of any nature arising out of, caused by, or resulting from the performance of services which are caused by any negligent act or omission of the testing firm.
- c. The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.



## **6.5 Compliance with Law**

The testing firm is aware of and in full compliance with its obligations under existing applicable law and regulations, including the Immigration Reform and Control Act of 1986, Title VI of the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of 1975, the Fair Labor Standards Act (as amended), the Americans with Disabilities Act of 1990, and all other applicable laws and regulations.

## **6.6 Payments**

Payment for services/goods will be made after acceptable performance of services and/or receipt of items in good condition and after receipt of a valid invoice. Payment shall be in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA.

## **6.7 Contract Amendments**

The Contract may be amended within the Contract period by mutual consent of the parties. No modifications or amendments to the Contract shall become valid unless in writing and signed by both parties.

## **6.8 Independent Contractor Status**

The testing firm recognizes that it is engaged as an independent contractor and acknowledges that the City of South Padre Island will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status, agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the City of South Padre Island, and that it will not by reason make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the City of South Padre Island.

## **6.9 Non-Disclosure**

The testing firm and the City of South Padre Island acknowledge that they or their employees may, in the performance under this Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization except as necessary to perform under the terms of the Contract or as required by law.

## **6.10 Publicity**

The testing firm agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of South Padre Island name in connection with any sales promotion or publicity event without the prior express written approval of the City of South Padre Island.

## **6.11 Non-Waiver of Defaults**

Any failure of the City of South Padre Island at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the City of South Padre Island at any time to avail itself of same.

## **6.12 Force Majeure**

If either the City of South Padre Island or the testing firm is delayed at any time in the performance of its obligations under this contract by economic industry-wide strikes, fire, floods, acts of government, unavoidable casualties, or other causes reasonably beyond the control of either party and which could not have been reasonably anticipated, then the party affected by such an event shall give notice to the other party of the probable extent to which the affected party will be unable to perform or be delayed in performing its obligations hereunder. If the performance of either party is delayed or prevented by such an event, both parties shall be excused from performing their obligations hereunder while and to the extent the conditions arising from the event exist, after which the parties' performance shall be resumed. A delay or failure in performance by either party under this paragraph shall not constitute default hereunder, or give rise to any claim for damages.

## **6.13 Severability**

If any provision of this Contract, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

## **6.14 Governing Law**

This contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by the laws of the State of Texas.

## **6.15 Assignment**

The testing firm shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of South Padre Island.

## **6.16 Insurance**

The testing firm shall carry insurance coverage in the below listed types and amounts for the term of the contract.

A.	Worker's Compensation	Statutory
B.	Comprehensive General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
C.	Comprehensive Automobile Liability limit Bodily Injury & Property Damage	\$1,000,000 combined single
D.	Professional Liability	\$1,000,000