



**THE TOWN OF SUMMERVILLE
REQUEST FOR PROPOSALS
South Gum Street and East Richardson Avenue Sidewalk**

**Closing Date and Time:
July 1, 2014 - 2:00 p.m.
Contract Award: July 9, 2014**

The Town of Summerville, South Carolina is soliciting proposals from engineering firms interested in providing the surveying, design and construction documents for a new sidewalk and drainage improvements as outlined in its Community Development Block Grant # B-13-MC-45-0013 awarded from the U.S. Department of Housing and Urban Development (HUD), to be located on South Gum Street between East Richardson Avenue and East Sixth South Street and continuing onto East Richardson Avenue terminating at South Gum Street in The Town of Summerville. The scope of the project is to construct the sidewalk on the west side of South Gum Street and the south side of East Richardson Avenue. The project will include the sidewalk, crosswalks, drainage improvements, a pedestrian bridge and sediment and erosion control measures. The project may also include the improvement of residential driveways within the scope of the project.

SELECTION CRITERIA

1. Qualifications ó up to 20 points maximum
2. Experience w/ similar projects ó up to 20 points maximum
3. CDBG experience ó up to 20 points maximum
4. Response to proposal ó up to 20 points maximum
5. Cost of Services ó up to 20 points maximum

Proposals must be submitted to: Attn: Russ Cornette, Town Engineer, Town of Summerville, 200 South Main Street, Summerville SC, 29483 in a sealed envelope clearly marked, **“PROPOSAL”**. Proposals received after the deadline **WILL NOT BE CONSIDERED**. Submit one (1) original and three (3) copies of the proposal.

For further information, contact Russ Cornette at the above address or by telephone at (843) 871-4226.

SCOPE OF WORK

The proposed engineer will be responsible for but not limited to the following:

1. **PREPARATION OF PLANS AND SPECIFICATIONS**

- a) The proposed engineer will design the new sidewalk and all appurtenances to meet the standards of The Town of Summerville, SCDOT and other regulatory agencies. The design engineer will be responsible for but not limited to the following:
- b) Conduct all necessary field surveying.
- c) Prepare contract specifications and documents including: Notice and Instructions to Bidder. Bid form, Contract Agreement, General and Supplemental Conditions and Technical Specifications.
- d) Prepare construction drawings.
- e) Provide surveying, mapping services necessary for the acquisition of right-of-way and/or easements for sidewalk if necessary.
- f) Obtain all regulatory agency encroachment approvals, as needed.
- g) Meet with local officials and the designated grant administrator to review plans and cost estimates. Attend public meetings and conferences with The Town of Summerville.

2. **CONTRACT ADMINISTRATION**

The engineer shall provide contract administration services to include, but not be limited to:

- a) Prepare required addenda, if necessary.
- b) Attend bid opening. Analyze bids and make recommendations to the Town.
- c) Attend preconstruction conference and be prepared to answer questions regarding plans.
- d) Prepare contract documents and coordinate execution by Contractor and the Town.
- e) Check and approve necessary shop and working drawings.
- f) Provide sets of as built drawings.

TYPE OF CONTRACT

The Town intends to sign a lump sum contract with one firm for the outlined services. To the extent that firms choose to make joint proposals, one firm must be designated the lead firm to sign the contract and be the point of contact with The Town of Summerville. The Town reserves

the right to reject any or all proposals or PROPOSALs, to waive minor informalities and technicalities to make a selection, if any, based solely on the best interests of the Town.

PREPARATION OF PROPOSAL

All PROPOSALs should be complete and carefully worded and must convey all the information requested by the Town. Applicants will be scored by a staff panel, pursuant to the selection criteria listed on page 1.

QUESTIONS

Every effort has been made to ensure that all information needed by the Firm is included herein. If a Firm finds that it cannot complete a proposal without additional information, it may submit questions, in writing, to the Town of Summerville Representative. No negotiations, decisions or actions shall be initiated by any Firm or potential firm as a result of any verbal discussion with any Town of Summerville representative or employee.

All questions in connection with this PROPOSAL shall be directed to the Town of Summerville Representative: Russ Cornette, 200 South Main Street, Summerville, SC 29483, rcornette@summervillesc.gov, or faxed to: (843) 832-8182

The deadline for question submittal will be 3:00 p.m. on Wednesday, June 18, 2014.

PROFESSIONAL LIABILITY COVERAGE

The firm shall submit with its proposal evidence that it has or can obtain professional liability coverage in an amount not less than one million dollars and that said coverage includes, but is not limited to the scope of work.

TIME

The selected firm shall have the preparation of plans and specifications completed and ready to submit for applicable permitting from **90 days** of the execution of the contract.

LIQUIDATED DAMAGES

In the event that the Firm has not completed the Project within the required 90 calendar days, the Town shall reserve the right to assess liquidated damages in the amount of One Hundred Dollars (\$100) for each day that completion of the Project is delayed beyond 90 calendar days. However, by mutual consent, the parties may extend the Project completion date. If performance by the Firm is delayed for reasons or causes beyond the reasonable control of the Firm (including, but not limited to, acts of God, weather conditions, labor or material shortages and casualty losses), the completion date shall be extended accordingly.

TERMINATION BY THE TOWN

Funds for this contract are payable from the Town's Community Development Block Grant (CDBG) funds and the Town's Hospitality Tax Fund. In the event no funds or insufficient funds

are appropriated and made available for payments due under this contract, then the Town shall immediately notify the firm of such occurrence, and this contract shall create no further obligation of the Town as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the Town of any kind whatsoever. No right of action or damages shall accrue to the benefit of the firm as to that portion of this contract that may so terminate. The Town shall provide the successful firm with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the firm shall not prohibit or otherwise limit the State's right to pursue and contract for alternate solutions and remedies as deemed necessary by the Town for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

APPROVAL OF USE OF NAMES

The firm shall not have the right to include the Town names in its published list of customers without prior approval. With regard to news releases, only the name of the firm type and duration of contract may be used and then only with prior approval of the Town. The firm agrees not to publish or cite in any form any comments or quotes from the Town Council members, officials or staff. The firm further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the Town.

COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS

During the term of this contract, it shall be the firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. **The firm and any and all subcontractors of the firm shall have a Town of Summerville business license before work begins.**

ASSIGNMENT

No contract or its provisions may be assigned, sublet or transferred without the written consent of the Town.

SAFETY PRECAUTIONS

The Town assumes no responsibility with respect to accidents, illness or claims arising out of any work undertaken with the assistance of funds paid under the contract. The firm shall take necessary steps to insure or protect itself and its personnel. The firm agrees to comply with all applicable local, state, and federal occupational and safety acts, rules and regulations. The Town will require proof of Worker's Compensation coverage prior to the commencement of project work.

EMPLOYMENT OF PERSONNEL

In all hiring or employment made possible by or resulting from the contract and in accordance with 45 CFR Parts 90 and 91 (1990), the firm agrees that:

- a) There shall be no discrimination against any employee or applicant for employment because of handicap, age, race, color, religion, sex or national origin, and
- b) Affirmative action shall be taken to insure that applicants are employed, and that
- c) Employees are treated during employment without regard to their handicap, age, race, color, religion, sex, or national origin.

This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The firm further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this section. All solicitations or advertisements for employees shall state that all qualified applicants shall receive consideration for employment without regard to handicap, age, race, color, religion, sex or national origin. All inquiries made to the firm concerning employment shall be answered without regard to handicap, age, race, color, religion, sex or national origin. All responses to inquiries made to the firm concerning employment made possible as a result of the contract shall conform to Federal, State and local regulations.

DRUG FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F:

The firm certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the firm's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The firm's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contact, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Town, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. The notice shall include the identification number(s) of the affected contract;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

OTHER GENERAL CONDITIONS

Firms' Qualifications: The Town reserves the right to request satisfactory evidence of the firm's ability to furnish services in accordance with the terms and conditions listed herein. The Town further reserves the right to make the final determination as to the firm's ability to provide said services.

Response Period: All responses shall be good for a minimum period of ninety (90) calendar days.

Response Withdrawal: Any responses may be withdrawn prior to the established submission date and time, but not thereafter, without proper approval from the Town Engineer.

Governing Laws: The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a Circuit court for the First Judicial Circuit of Dorchester County, St. George, South Carolina. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

S.C. Law Clause: Upon award of a contract under this solicitation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this state, by submission of this solicitation, the firm agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Indemnification: The Town, its officials and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Firm, provided that such liability is not attributable to negligence on the part of the Town or failure of the Town to use the materials in the manner outlined by the Firm in descriptive literature or specifications submitted with the Firm's submission.

Gratuities/Kickbacks

It shall be unethical for any money, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind to be provided, either directly or indirectly, as an inducement for the awarding of current and subsequent contracts or employment offers pertaining to this project.