



REQUEST FOR QUALIFICATIONS THE TOWN OF SUMMERVILLE, SC

**MAIN STREET RESILIENCY PROJECT
ENGINEERING AND LANDSCAPE DESIGN SERVICES**

ISSUE DATE:

February 12, 2024

SUBMISSION DEADLINE:

**March 14, 2024
12:00 P.M. (EST)**

THE TOWN OF SUMMERVILLE, REQUEST FOR QUALIFICATIONS FOR THE DESIGN, PERMITTING, AND CONSULTATION FOR S. MAIN SREET (U.S. Hwy. 17A) STREETScape IMPROVEMENTS FROM LUKE Avenue TO 5th North STREET (U.S. Hwy. 78)

The Town of Summerville, South Carolina is seeking from qualified companies to provide Qualifications for the design, permitting and consultation based on specification list in this document.

Sealed Qualifications will be received at 200 South Main Street, Summerville, SC 29483 until March 14, 2024 at 12:00 p.m. from qualified companies. Details of the award will be posted on www.summervillesc.gov. Qualifications received after the time and date set for receipt of Qualifications will not be accepted and will be returned to the Proposer. Three (3) hard copies and one digital submittal is required.

All Qualifications must be in a sealed envelope and marked:

**TOWN OF SUMMERVILLE, SC
TITLE: MAIN STREET RESILIENCY PROJECT
ATTN: FRANK NEAL, AICP, MPA
200 SOUTH MAIN STREET
SUMMERVILLE, SC 29483**

All Qualifications are subject to the Town of Summerville's Procurement Ordinance. The Procurement Ordinance is available on the Town's website www.summervillesc.gov

No proposal may be withdrawn for a period of sixty (60) calendar days. Should the pricing included in the Qualifications be higher than the amount allocated by the Town for this project, the Town reserves the right to negotiate in good faith with the successful proposer. Failing an agreement, the Town may reject all Qualifications and submit a new Request for Qualifications or make any decisions it deems to be in its best interest.

No proposal will be accepted from a consultant who is not currently licensed, in good standing, by the South Carolina Department of Labor, Licensing and Regulation, (if applicable).

Town Contact: Questions regarding this Request for Qualifications may be made in writing (**NO TELEPHONE CALLS**) and addressed to:

Frank Neal, AICP, MPA
Director of Community & Economic Development
200 S. Main St., Summerville, SC 29483
fneal@summervillesc.gov

The Town will not be bound by any oral interpretations or clarifications of the RFQ documents.

Upon receiving the "Notice of Award," the successful proposer has ten (10) calendar days to submit all required bonds, insurance, permits and licenses and meet with the Town to discuss any problems or questions pertaining to the project.

If the proposer discovers any ambiguity, conflict, discrepancy, omission, or other errors in the

Request for Qualifications, proposer shall immediately notify the Town of such error in writing and request modification or clarification of the document. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other in erroring the Request for Qualifications or it shall be deemed waived.

Discussions may be conducted with apparent responsive proposers for the purpose of clarification to assure full understanding of the requirements of the Request for Qualifications. All Qualifications, in the Town's sole judgment, needing clarification shall be accorded such an opportunity. Clarification of any proposer's proposal must be documented in writing and shall be included with the qualification. Documentation concerning the clarification shall be subject to disclosure upon request.

Prices and specifications submitted remain valid without change for the duration of the contract period unless otherwise stipulated in the qualification.

The successful firm shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

Qualifications should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFQ. Under no circumstances shall the Town of Summerville be liable for or pay any cost in connection with a proposer's submission. Qualifications shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in blue ink by the person **signing** the qualification.

Non- Appropriation:

All Proposers are notified that the construction contract as specified in this RFQ shall be contingent upon appropriation. If funding is eliminated, decreased, or not granted, the Town reserves the right to terminate any RFQ, or any contract awarded hereunder accordingly.

Publicity Releases:

Consultant agrees not to refer to an award of this proposal in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Town.

Selection:

The contract will be awarded in writing by a town representative to the best qualified based on the evaluation factors set forth in this RFQ, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If Qualifications were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

Clarifications:

The Town of Summerville, at its sole discretion, shall have the right to seek clarification from any proposer to fully understand information contained in their response to the RFQ.

Jurisdiction/Venue:

Upon award of a contract under this proposal, 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. By submission of a signed proposal, the proposer 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. Venue shall be Dorchester County.

Termination:

Subject to the provisions below, the contract awarded may be terminated for any reason by the Town by providing a 30-day advance notice in writing to the contractor.

a. Termination for Convenience: If this contract is terminated or cancelled upon request and for the convenience of the Town without the required thirty (30) days advance written notice, then the Town may negotiate reasonable termination costs, if applicable.

b. Termination for Cause: Termination by the Town for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this proposal shall apply.

Discrepancies and Omissions/Addenda:

Should Proposers find discrepancies in or omissions from the Request for Qualifications documents or should their intent or meaning appear unclear or ambiguous, they must notify the Town Administrator in writing requesting resolution. All questions regarding discrepancies, omissions or clarifications must be submitted in writing. Replies to such notices may be made in the form of Addenda to the Qualification documents, which will be issued simultaneously to all Proposers. Proposers must acknowledge receipt of all Addenda in their qualification submittal. All questions must be submitted by March 5, 2024

Project Scope of Work

The Town of Summerville is searching for a firm to design, obtain all necessary permits, prepare all bidding documents, assist in the selection of the contractor, and advice as needed before and during construction improving the streetscape and landscaping of a portion of Main St. Stormwater improvements and underground utility relocations are anticipated, it is the responsibility of the firm/contractor to assess and verify location/relocation requirements and any necessary permitting requirements with SCDOT. Projected Project Budget is \$12,000,000.00

Design Parameters

- Road dimensions will be constructed to SCDOT standards, landscape to be maintained by the Town of Summerville SC.
- Develop design criteria for roadway.
 - Complete a Traffic & Pedestrian Analysis
 - Hold a minimum of three (3) Public Input Meetings
 - Develop preliminary, right of way, and final roadway plans for project.
 - Provide roadway cost estimates.
 - Respond to Town comments and finalization of preliminary, right of way, final roadway plans.
 - Provide recommendations for handling site conditions that differ for those presented in plans.
 - Underground Utilities (Including Electrical Underground)
 - Mast Arm Traffic Signals & Decorative Street Lighting
 - Bike and Pedestrian sidewalks

- Landscape Design
 - Develop landscape plan with appropriate tree species for SCDOT approval matching plantings as those found in Summerville, SC – Code of Ordinances species list (matching those existing on Main Street, if applicable)
 - Coordinate landscape plan with utilities and decorative street lighting
 - Coordinate landscape plan with hydrologic design as required (infiltration basins), if necessary and investigate green infrastructure in the design.

General Requirements

- The proposer must select the most efficient, and economical street dimensions as shown in Exhibit A to provide the goals of economic development within this portion of the Town.
- The proposer shall design the new pavement dimensions, curb, gutter, streetscape materials (including masonry pavers), parking stalls, and planter beds.
- The proposer shall provide a material list clearly showing all materials and quantities needed for the construction.
- The proposer will obtain all necessary permits including but not limited to SCDOT, County(s) and Town.
- The proposer shall provide all necessary technical drawings for the construction and installation of said intersection.
- The proposer shall provide 2 full size sets of final drawings and specifications, and an electronic copy.
- The proposer shall provide an electronic copy of all necessary bidding documents to be used in the selection of the installation contractor.
- All design work must be approved and stamped by a Professional Engineer and comply with PHMSA 49 CFR 192 as required.
- The proposer shall provide technical assistance during the bidding process as well as during construction but will not be responsible for the work inspection.

Format of Proposal

The proposal shall be organized and submitted with the following elements:

- A. Cover Page
- B. Executive Summary - provide a summary describing the company's ability to perform the scope of work requested, a history of the company's background and experience providing the products and services, the qualifications of the company's staff to be assigned to this project, any subcontractor, and/or suppliers and a brief history of their background and experience and any other information called for by this request for Qualifications. This summary should be brief and concise.
- C. Response to Scope of Work - Proposers shall provide responses and information to fully satisfy each item listed in the Response to Scope of Work.
- D. Pricing – provide the proposer's anticipated cost for providing the services requested herein.
- E. Sample streetscape section with plantings, road dimensions, and parking dimensions existing and proposed.
- F. Attachments, if necessary.
- G. Qualifications are limited to 50 pages.

Response to Scope of Work

- A. Company and General Information
 - 1. Company name and address.
 - 2. Letter of transmittal signed by an individual authorized to bind the company stating that the company has read and will comply with all terms and conditions of this RFQ.
 - 3. General information about the primary contact who would be able to answer questions about the qualification. Include name, title, telephone number and email address of the individual.
- B. Qualifications and Experience of the Company
 - 1. What is your company's experience?
 - 2. Describe comparable projects performed by your company in the last 2 years, including the number of projects, scope of work and status of the projects.
 - 3. List the names and qualifications of the lead personnel who be assigned to this project if awarded.

- C. Schedule

Provide a schedule or timeline to complete the scope of work called for by this RFQ.

- D. Professional Services Agreement

The Town will require the successful company to execute a professional services agreement with the Town. Once a successful company has been identified, Town of Summerville will provide a draft copy for review.

- E. Required Contract Clauses. Any professional services contract awarded must include the following clauses:

Insurance –Indemnity:

- 1. Contractor agrees to maintain general liability insurance for all of Contractor's work and name the Town as an additional insured.
- 2. Workers Compensation Insurance. Contractor shall provide and pay for worker's

compensation insurance. The Town does not provide worker's compensation insurance for Contractor of Contractor's employees. Contractor shall provide a declaration page from Contractor's workers compensation insurance policy to the Town. Contractor's insurance company/agent shall be required to notify the Town in the event the insurance premiums are not paid. In the event that Contractor's worker's compensation insurance is canceled, for any reason, this agreement shall automatically terminate. The Town may, in its sole discretion, secure worker's compensation insurance for the Contractor and deduct any premiums therefore from any sums due Contractor for services rendered pursuant to this agreement.

3. Contractor shall indemnify the Town and the Town's agents and save them harmless from against any and all claims, actions, damages, liability and expense, of any type, kind or description, including attorney fees and costs, in connection with loss of life, personal injury and/or damage to property arising from or out of the services to be rendered pursuant to the terms of this Agreement, the work of employees of Contractor while performing the services hereunder, or any breach or alleged breach by Contractor of this Agreement.
4. The Town shall not be liable for injury or death occurring to Contractor or any of its employees or other assistants in the course of performing this Agreement.
5. All personal property used by Contractor in connection with this Agreement shall be and remain at Contractor's sole risk, and the Town shall not be liable for any damage to, or loss of such personal property arising from any acts of negligence of any persons, or from any other cause whatsoever, nor shall the Town be liable for any injury to the person of the Contractor or other persons employed by Contractor,

Contractor expressly agreeing to save the Town harmless in all cases. Contractor shall carry at his expense and pay all premiums for insurance to cover his personal property used in connection with the services to be rendered hereunder.

Assignment:

The Contractor shall not assign any of his rights under this Agreement or delegate the performance of any of his duties hereunder, without the prior written consent of the Town.

Damages and Remedies:

In the event of a breach of this Agreement:

1. The Town's sole obligation shall be to pay Contractor the amount due for goods and services already acceptably performed. In no event shall the Town be liable for any lost profits or consequential, incidental, or special damages.
2. Contractor waives any and all right to injunctive relief in the event of any dispute with the City, and the Contractor's sole remedy in such a dispute shall be the payment of any sums due and owing to Contractor as specified herein.
3. **BINDING ARBITRATION** – S.C. Code §15-48-10. In the event of a dispute arising pursuant to this Agreement, the parties agree that the dispute shall be resolved through the use of binding arbitration. The parties agree that any and all disputes between them that cannot be amicably settled, shall be determined solely and

exclusively by arbitration. A neutral arbitrator shall be chosen by the parties who shall arbitrate in accordance with the hearing procedures for arbitration hearings as set forth in the Commercial Arbitration Rules of the American Arbitration Association or any successor thereof (“AAA”) including if applicable, the Expedited Procedures of such rules or the Optional Rules For Emergency Measures of Protection, but shall not use the services of the AAA. The neutral arbitrator shall make all administrative decisions. Arbitration shall take place at an appointed time and place in Dorchester County, South Carolina

Certificate of Compliance:

The successful proposer must submit, on a form acceptable to the Town, a Certificate of Compliance with the South Carolina Illegal Immigration Reform Act, South Carolina Code Ann. §8-14-10 et. seq.

Evaluation of Qualifications

Qualifications will be evaluated on the company’s ability to provide the services that meet the requirements set forth in this RFQ. The Town reserves the right to make such investigations as it deems necessary to determine the ability of the company to provide the products and services to a satisfactory level of performance in accordance with the Town’s requirements. Interviews and presentations may be requested if deemed necessary to fully understand and compare the company’s capabilities and qualifications.

A graded criterion will be used by the Town. Firms must meet the criterial below. Firms that do not meet these criteria are automatically disqualified from further evaluation:

- Firm MUST have a current “Errors and Omissions Insurance Policy” with an amount of coverage to be determined later. A letter from an insurance company stating the levels of E&O insurance the firm has must be submitted.

EVALUATION CRITERIA FOR QUALIFICATIONS (RFQ)	
Major Category	1. Criteria Summaries
Firm’s relevant project experience 50% weight	<ul style="list-style-type: none"> ○ Firm’s similar experience with road projects, specifically streetscape renovations within the State of South Carolina and coordination with SCDOT
Key Personnel, with relevant experience who are available and might be assigned to this project. 10% weight	<ul style="list-style-type: none"> ○ Resources with experience and ability, qualified and available to fulfill the Engineer/Design Professional role. ○ Resources with experience and ability, qualified and available for contract administration role.
Firm’s Prior Performance 20% weight	<ul style="list-style-type: none"> ○ Letters of recommendation – (maximum of five 5) ○ References (maximum of 5) with up-to-date contact information including telephone numbers and email addresses

Responsiveness of Submittal 10% weight	<ul style="list-style-type: none"> ○ Extent to which the instructions in the RFQ were followed. ○ Accuracy in reflecting the project's assumptions & requirements
Proximity to Project Location 10% weight	<ul style="list-style-type: none"> ○ Extent to which the instructions in the RFQ were followed. ○ Accuracy in reflecting the project's assumptions & requirements

Selection Process

A. An evaluation committee shall be formed to review and evaluate the Qualifications. The evaluation committee shall complete evaluation forms considering information provided in the Qualifications.

The evaluation committee may elect to interview firms short-listed but reserves the right to award the contract based upon the Town's review and ranking of Qualifications.

B. Contract Negotiation

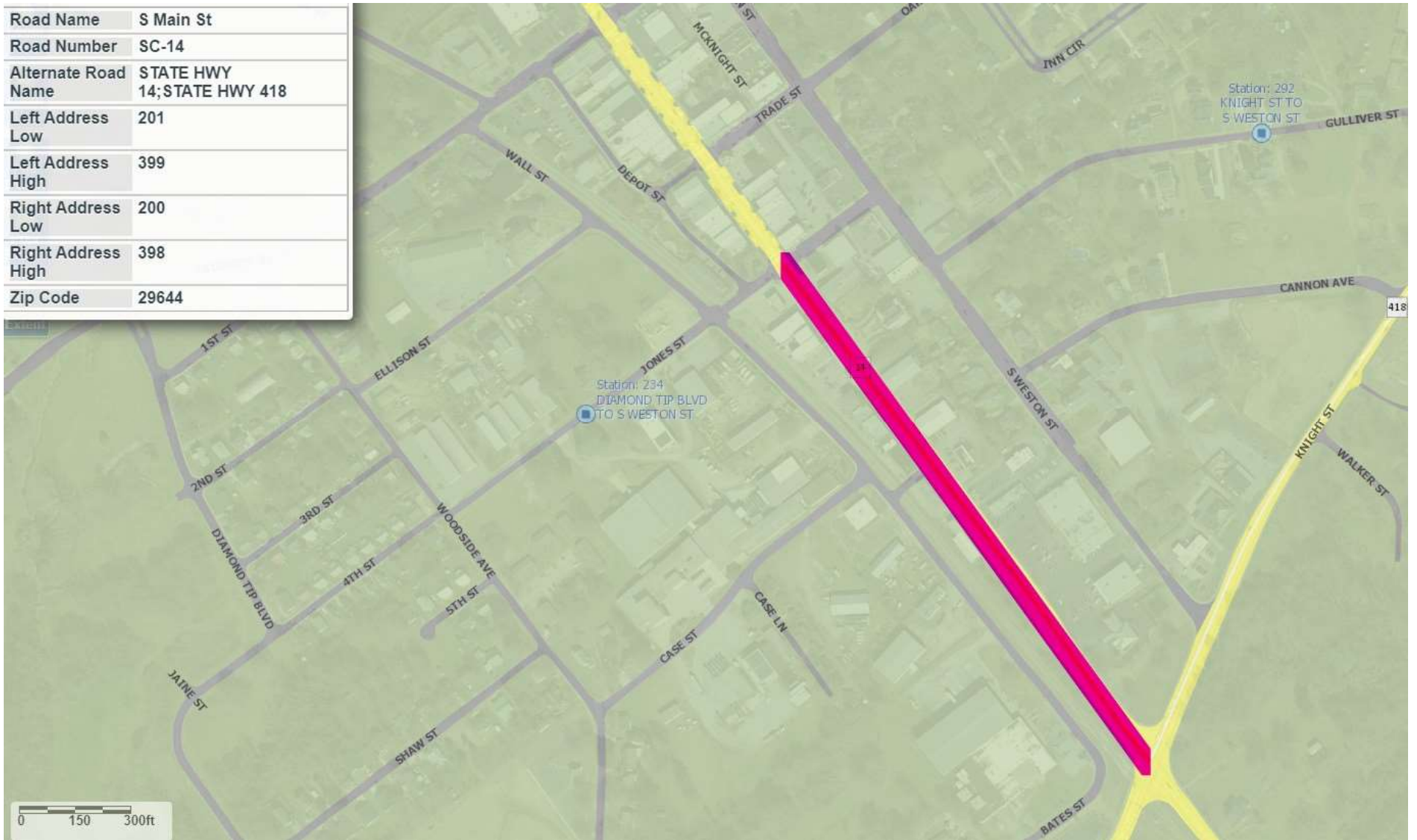
Fee negotiations shall be conducted for performance of the contract at a price which is fair and reasonable. Should the Town be unable to negotiate a contract at a price that is fair and reasonable, negotiations shall be formally terminated with the highest ranked offeror and the Town shall have the option to commence negotiations with the second ranked offeror.

The selected firm will be responsible for developing and submitting a detailed Project Scope and Time Schedule to be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFQ and is subject to approval by the Town of Summerville, SC.

Exhibit A
Project Boundaries

*****INSERT TOWN OF SUMMERVILLE MAP HERE*****

Road Name	S Main St
Road Number	SC-14
Alternate Road Name	STATE HWY 14; STATE HWY 418
Left Address Low	201
Left Address High	399
Right Address Low	200
Right Address High	398
Zip Code	29644



END OF RFQ