

THE TOWN OF SUMMERVILLE  
REQUEST FOR PROPOSALS  
North Gum Street Sidewalk  
Closing Date and Time:  
**August 31, 2021 - 2:00 p.m.**

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-19-MC-45-0013** awarded from the U.S. Department of Housing and Urban Development (HUD), to be located on North Gum Street between East Luke Street and East 3<sup>rd</sup> North Street, on a portion of East Luke Street between North Magnolia Street and North Gum Street, portions of East 1<sup>st</sup> North Street between North Main Street (US-17A) and North Gum Street, the portion of East 2<sup>nd</sup> North Street between North Main Street and North Gum Street in The Town of Summerville. The scope of the project is to construct the sidewalk on the north sides of East Luke Street, East 1<sup>st</sup> North Street and East 2<sup>nd</sup> North Street and the west side of North Gum Street. The project will include the sidewalk, crosswalks, drainage improvements, and sediment and erosion control measures. The project may also include the improvement or the addition of residential and commercial driveways within the scope of the project.

**SELECTION CRITERIA**

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

Proposals must be submitted to: Attn: Krista Collins, Purchasing Agent, Town of Summerville, 200 South Main Street, Summerville SC, 29483, in a sealed envelope clearly marked, “**North Gum Street Sidewalk PROPOSAL**”. Proposals received after the deadline **WILL NOT BE CONSIDERED**. Submit one (1) original and three (3) copies of the proposal. The proposal does not commit the Town of Summerville to award a contract or pay any cost incurred in the preparation of proposals. The Town of Summerville reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with all qualified offerors, or to cancel in part or in its entirety, if this is in the best interest of the Town to do so.

**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 services. To the extent that the 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 PROPOSAL's, 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.

## **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 via email to Krista Collins, Purchasing Agent, [kcollins@summervillesc.gov](mailto:kcollins@summervillesc.gov).

## **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.

## **TERMINATION BY THE TOWN**

Funds for this contract are payable from the Town's Community Development Block Grant (CDBG) funds and the Town's General 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.

## **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 ensure 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.

## **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. For all federally funded or assisted contracts, the contractor shall comply in all respects with the Davis-Bacon Act.

## **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.

## **POLITICAL ACTIVITY**

The firm shall comply with all applicable provisions of the Federal "Hatch Act" as amended.

## **RESTRICTIONS FOR LOBBYING**

In accordance with 31 U.S.C. 1352, funds received under this contract may not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of any agency, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement. This restriction is applicable to all subcontractors and must be included in all subcontracts.

## **COMPLIANCE WITH FEDERAL REGULATIONS**

State or Federal requirements that are more restrictive shall be followed. For all federally funded or assisted contracts, the contractor shall comply in all respects with the Davis-Bacon Act.

## **AMERICANS WITH DISABILITIES ACT (ADA)**

The firm shall comply with the ADA, as applicable.

## **DEBARMENT CERTIFICATION**

The firm agrees to comply with the applicable provisions of 45 CFR Part 76 (1990).

## **AUDITS AND REVIEWS**

The firm shall, throughout the life of the contract, participate in State and Federal audits. The firm shall provide support to the Town during any and all audits. The support shall include, but shall not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting the Town in responding to questions.

## **SUBCONTRACTORS**

If the firm proposes to use key professional personnel who are not employed by the firm in a full time capacity, the firm must include a resume(s) of the personnel, specifically designate what

portions(s) of the project the personnel will be responsible for and what percentage, in terms of time, of the project will be performed by such personnel. The firm shall be professionally liable for the work of such personnel and shall provide assurances to the Town that such personnel will devote sufficient time, which time shall be satisfactory to the Town to the project in order to carry out properly the designated project work.