

Request for Proposals Issued: Reissued September 25, 2019
Proposals must be received by 5 PM ET on October 9, 2019

INTRODUCTION

The City of North Augusta is soliciting proposals from qualified consultants for the study of an approximately 1.6 mile corridor along West Martintown Road Corridor from Gregory Lake Road to Byrnes Road/Hammond Pond Road.

Consulting firms or teams of firms submitting proposals must comply with all instructions, terms and conditions of this solicitation.

BACKGROUND

The City of North Augusta has recently been notified of plans to signalize the Bergen Road intersection and I-20 east bound at Exit 1.

This corridor has seen the addition of 1,177 residences accessing Bergen Road and Austin Graybill Road over the last decade. There are several large tracts remaining along the corridor, a new regional park just north of the corridor, and the potential for more than 900 residential units and close to 300,000 square feet of commercial development. With proposed development on both sides of the I-20 interchange, North Augusta would like to study the traffic pattern in light of development pressure that will occur in the near future.

The City of North Augusta believes it is in our best interest to anticipate these developments and work to create a plan to control access, make the corridor safer, and coordinate signalization to facilitate this amount of growth.

PROJECT GOALS

The project goal is to create a plan for access, improvements, and signalization for adoption by the local municipality, incorporated into ARTS long-term plans, and coordinated with SCDOT and private developers. The study will include multimodal transportation system solutions that meet the study area's transportation challenges and support the preferred land use vision within the study area. These solutions will be outlined in incremental time blocks and with logical thresholds for improvements.

PROJECT AREA

The study will encompass an approximately 1.6 mile corridor along West Martintown Road from Gregory Lake Road to Byrnes Road/Hammond Pond Road and including the I-20 interchange. Suggested improvements outside this area or areas for future study may result from this study.

SCOPE OF WORK

Task 1 - Identify & Evaluate Transportation Systems and Facilities

Assess the existing conditions of the corridor including but not limited to safety, traffic volumes, traffic flow/congestion, turning movements, right-of-way alignment, storm water drainage management, access management, width, multimodal facilities, etc. Identify any existing studies from SCDOT, private entities or other local sources to inform the plan and build on existing available information.

Task 2 - Public Participation

Develop and implement a comprehensive public participation process with corresponding activities. This would not exceed 2 public meetings and will be coordinated with City staff.

Task 3 - Development Trends and Future Demand

Review existing and projected development trends within and adjacent to the study area.

Task 4 – Land Use Planning and Environmental Impacts

In addition to focusing on transportation, consideration should also be given to existing and projected land use patterns and resources as they affect transportation planning.

Task 5 - Congestion Management / Safety

Appropriate traffic demand and operational management strategies should be implemented to increase the efficiency of the corridor and extend the life of any improvements. Therefore, the Consultant must identify and evaluate all reasonable alternatives to alleviate potential congestion and enhance mobility. The following items, at a minimum, should be addressed:

- Maximization of existing infrastructure
- Improved safety conditions
- Development of coordinated land uses
- Access or mobility improvements
- Air quality improvements through congestion reduction

Task 6 - Establish Road Scenarios

The following items, at a minimum, should be addressed:

- Identify and properly space signals and/or traffic management devices along the corridor and rank in importance for installation. Provide general cost estimates.
- Justify any proposed road widenings, reconfigurations or realignments. Provide general cost estimates.
- Identify & describe significant needed improvements to the existing corridor and provide general cost estimates.

Task 7 - Multimodal Element (Bicycle, Pedestrian, Transit, etc.)

Some accommodation for the eventual connection to the North Augusta Greenway and, potentially, the Three Governor's Trail should be a consideration for the project. The Consultant will assess the quality and potential of the bicycling and walking environment in the study area and make recommendations for improvements and opportunities for interconnections within the study area. Alternate street profiles or design approaches may be evaluated.

Task 8 – Performance Measures

The Consultant will assist North Augusta to develop thresholds for traffic improvements. The thresholds will be used to evaluate actual and planned improvements along the corridor.

These thresholds should be tied to improvements described in Task 6.

- Prioritize any improvements and/or changes to the corridor.
- Provide the rationale for prioritization.
- Define acceptable levels of access and mobility,
- Determine transportation system needs to support surrounding land uses,
- Consolidate and control access points,
- Identify operational deficiencies and promote operational efficiency, and

Task 9 - Recommendations / Implementation / End of Study

The study must include recommendations that can be implemented. The consultant shall provide an overview of strengths, weaknesses and opportunities associated with the transportation system to assure actions or strategies implemented by North Augusta. The consultant must identify multimodal transportation system solutions that meet the study area's transportation challenges and be supportive of the preferred land use vision within the study area. The transportation and related land use solutions recommended in the plan should include but not be limited to:

- Reflect community values and guiding principles
- Be guided, understood, and supported by the public through the public participation process
- Be supported by stakeholder groups and policy/decision-makers
- Be economically feasible
- Outline opportunities and incentives for community investment
- Conform to applicable laws and regulations
- Include multimodal transportation solutions

REQUIRED ON SITE MEETINGS

One (1) initial meeting with internal staff members to discuss existing conditions, current and future projects, general project expectations and deliverables.

Three (3) additional onsite meetings with the consultant team are anticipated with the exact timing of said meetings to be determined in conjunction with approval of the Scope of Work.

DELIVERABLES

The final deliverable shall be a plan with actionable recommendations for adoption by the local government as well as a list of transportation improvement projects to present for inclusion in ARTS MPO and South Carolina Department of Transportation long range transportation plans. The Consultant shall be prepared to deliver a presentation of the plan to the North Augusta City Council in conjunction with staff as one of the required onsite meetings. Five (5) paper copies plus a digital version shall be provided to the City prior to the presentation.

Note: All deliverables shall be the sole property of the City of North Augusta.

BUDGET

The City is interested in receiving the best value product.

GENERAL SCHEDULE

Proposals due: October 9, 2019

Review of proposals: October 10, 2019

Interviews (if needed): October/November, 2019

Contract negotiations: October/November, 2019

Award: November/December, 2019

Project commencement: November/December, 2019

PROPOSAL CONTENT

Any firm desiring consideration for this project shall submit three (3) bound copies of their submittal to the following address on or before October 9, 2019, at 5:00 pm in order to be considered. All proposals shall also be submitted in an electronic format (flash drive).

Proposals submitted or received after the deadline will not be accepted.

Proposals shall be addressed and labeled as shown below:

West Martintown Road Corridor Study

City of North Augusta Planning and Development Department
100 Georgia Ave
North Augusta, SC 29841
or
PO Box 6400
North Augusta, SC 29861

All submittals shall contain the required information organized behind marked tabs. The first item in all submittals shall be a cover letter identifying a contact person including phone, email address, and mailing address.

SUBMITTAL REQUIREMENTS

All submittals shall provide the following information for consideration and state the time period it shall remain in effect:

1. **Introductory Letter:** Please include a cover letter summarizing your firm's background, resources, relevant experience and cost estimate for the total project. Also include the name, address, phone number, and e-mail address of the firm and the primary personnel to be involved in the execution of the scope of services.
2. **Qualifications:** Each submittal shall include a detailed statement of qualifications that is concise, well-organized and demonstrates the proposer's qualifications and experience applicable to the project. This shall include a brief description of similar experience for the firm(s) and an explanation of how the specific staff members proposed for this project assisted with prior projects. Contact information for each referenced job must be included.
3. **Descriptions of Firm, Management, and Team Members:** Include descriptions of your organization and team. This should identify the project manager and the day-to-day contact person for the job. Please also include a resume for each key team member.

The resumes should clearly demonstrate each individual's qualifications and professional experience with municipal transportation planning projects.

4. Description of Subcontractors: Identify any portion of the scope of work that will be subcontracted. Include firm qualifications and key personnel, telephone number, and contact person.
5. Experience with Similar Projects: Include a brief description of at least three (3) previous projects performed by the firm that were similar in scope and complexity to this project. The information should include a description of the firm's or individual's contributions to the project and an opportunity to view the completed plan. At least one of the projects submitted shall be the most recently completed project by the firm.
6. References: For each project noted above, include a contact name, address, current telephone number and e-mail address for the City's use in verifying the firm's past performance.
7. Project Approach: The proposal should include a description of how the Consultant will approach individual and collective tasks necessary to address the proposed Scope of Work. This description is to include delineation of specific tasks to be undertaken in each project activity and a project schedule showing start and completion dates for all major tasks.
8. Consultant's Expectations of the City: A brief description of the services and tasks the Consultant would expect the City to provide.
9. Fee Proposal: Provide itemized costs for the elements listed in the Scope of Work, including travel expenses to North Augusta. Please also include a fee schedule for supplemental charges that may be charged for unforeseen work tasks, such as additional design concepts. All fees and expenses should also be indicated. The proposed fee will not be the sole criteria for selection of the consultant.
10. Project Schedule: Provide an explanation of how your firm would meet the project schedule and deliverables.
11. Past Litigation: Include a statement noting any litigation in which the firm or any of its primary personnel have been a party during the past five years.
12. Contract Terminations: List any contracts of this firm that have been terminated for cause during the past five years.
13. Copyright Release: Those firms responding to this RFP shall supply a copyright release to permit the City to make copies of any submitted copyrighted materials.

CRITERIA FOR AWARDS/EVALUATION

The selection of the successful consultant will be made based upon the qualifications, experience and ability of the firm as detailed in the proposals submitted. The following criteria will be used in evaluating Consultant's proposals and contract award:

- Experience: Experience and skills in preparation similar plans based upon a list of related projects and submitted work samples.
- In South Carolina and Region: Relevant local and regional experience of the firm. Previous experience coordinating planning work with SCDOT, MPO's and local municipalities to execute successful plans.
- Overall Proposal: Thoroughness of the proposal, experienced team, and thoughtfulness of submittal
- Quality of Proposed Approach: Innovative and comprehensive strategy demonstrated
- Related Projects: Similarity to North Augusta in size, type, land uses, key issues
- Availability of Key Personnel: Evidence of appropriate personnel available in the outlined timeframe
- Capacity of the Consulting Team: Appropriately planned allocation of personnel and milestones
- Clarity of Role and Level of Involvement of Local Staff: Ability to independently function with minimal staff involvement and illustrated expectations of North Augusta staff.
- Budget: Value-based, realistic, thorough, and competitive budget.
- Responsiveness: Submittals should respond to all requirements included in the RFP. Proposals will be reviewed by a selection committee. The preferred team(s) may be chosen for interviews on site. The City reserves the right to negotiate with the firm of its choice and to require substitution of sub-consultants and/or staff persons as part of the negotiation.

CONFIDENTIALITY

Responses to the RFP will become public records and, therefore, will be subject to public disclosure. However, South Carolina Statutes provide a method for protecting some documents from public disclosure. If the consulting firm designates a document as confidential or a trade secret, the City will withhold the document from public disclosure to the extent that is entitled or required to do so by applicable law, and will return the document after selection.

CONDITIONS AND LIMITATIONS

The City expects to select a consulting firm from the proposals submitted, but reserves the right to request substitutions of firms. The City also reserves the right to reject any or all

responses to the RFP, to advertise for new responses, or to accept any response deemed to be in the best overall interest of the City. A response to this RFP should not be construed as a contract or an indication of a commitment of any kind on the part of the City nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract. The City will reserve the right to dismiss any part or all of the contracted team when, in the City's opinion, the project is not moving as scheduled or is hindered in any way by the actions or personalities of team members.

This is an informal solicitation process, and the City reserves the right to reject any or all proposals in their entirety. No proposal bond shall be required. The City may award the work using the criteria described above, in its sole discretion. Proposals shall be in the form of a lump sum amount. The City will pay within thirty days of receipt of a bill by the Contractor based on a verified percentage completion of the contract tasks and any reimbursable expenses. Respondent shall estimate the amount of reimbursable expenses with its proposal. The City will not pre-pay any amount at contract execution. Respondent shall supply their firm's hourly rate schedule (which must remain unchanged during the contract duration) along with the proposal for purposes of estimating the costs of any added work.

QUESTIONS

Technical questions regarding this RFP should be directed to Libby Hodges, Director of Planning and Development at lhodges@northaugusta.net.

No interpretation of the meaning of the plans will be made to any bidder orally. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by certified mail with return receipt requested to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

GENERAL TERMS AND CONDITIONS

Indemnification: The Contractor shall indemnify, defend, save, and hold harmless the City of North Augusta, South Carolina, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Contractor, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to property damage, personal injury and death as well as court costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the Agreement relating to

insurance requirements. The Contractor agrees that it will procure and keep in force at all times at its own expense, insurance in accordance with these specifications. Notwithstanding the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of the City, or its employees, agents or contractors, the Contractor's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principal of comparative fault.

Termination: This Agreement may be terminated by either Party provided thirty (30) days written notice is given to the other before the effective date of termination. Such notice shall contain the reasons for the intention to terminate this Agreement. In the event of such termination, Contractor shall be entitled to receive reasonable compensation for all work performed and items delivered and accepted by the City as of the termination date and the City shall be entitled to a refund of any unearned funds paid in advance to the Contractor. In the event of such termination, both Parties shall continue to be bound by all obligations set forth in this Agreement arising prior to the date of termination, in connection therewith, and/or obligations, promises, and/or covenants of this Agreement set forth below. The obligations as applicable contained in paragraphs 1, 3, and 4 shall survive the termination of this Agreement or the completion of the work plus any applicable warranties.

Termination for Breach; Default and Remedy: A Party will be in breach of this Agreement if that Party defaults in the performance of any of its obligations under this Agreement and such default shall continue for thirty (30) days after receipt by that Party of written notice thereof from the non-breaching Party, except that Contractor shall be in default immediately upon failure to maintain insurance hereunder. In the event of any breach, the non-breaching party shall have the right to terminate this Agreement immediately for an uncured breach upon the conclusion of such thirty (30) day period, except as such timeframe may be extended at the mutual agreement of the Parties.

Exercise by either Party of any of its rights specified above shall not prejudice that Party's right to pursue any other remedy available at law or equity. The failure of either Party to strictly enforce any provision of this Agreement shall not be construed as a waiver. The rights and remedies of the Parties with respect to any of the terms and conditions of the Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies. In the event of termination of this Agreement as a result of a breach by the Contractor, the City shall not be liable for any expenses except as otherwise provided herein and may, at its sole option, award an agreement for the same services to another qualified Contractor with the best proposal, or call for new proposals and award the agreement thereunder and the Contractor shall be liable to the City for its direct and consequential damages as a result of that breach. The prevailing party in any dispute under this Agreement shall be entitled to an award of its reasonable legal fees and costs. In the event of such termination, the obligations as applicable contained in paragraphs 1, 2, and 4 of this Agreement shall survive, plus any applicable warranties.

Confidentiality: During the term of this Agreement, and subsequent terms of annual software

support, each Party may provide to the other Party certain trade secret, confidential and proprietary information ("Confidential Information"). Confidential Information shall include, but not be limited to technical information including software and its associated documentation, business and financial information, complainant or patient identifying data. Each Party agrees to protect the Confidential Information of the other Party with at least the same degree of care it uses to protect its own Confidential Information. Confidential Information may only be disclosed to the employees, agents, or contractors of the receiving party as necessary to fulfill the receiving Party's obligations or exercise the receiving Party's rights herein, provided that such employees, agents, or contractors are made aware of the confidentiality obligations of this Agreement and agree to be bound by such obligations. Confidential Information shall not include information that (i) was known by the receiving Party prior receipt from the disclosing party; (ii) becomes known through a third party without a confidentiality obligation; (iii) becomes public knowledge through no wrongful act of the receiving Party or a third party; (iv) is developed independently by the receiving Party without breach of this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information; or (v) is disclosed pursuant to a requirement of a governmental agency or disclosure of which is required by law, provided that notification of such request is made to the disclosing Party by the receiving Party. In the event of a breach of the confidentiality provision, the non-breaching party shall be entitled to obtain an immediate ex-parte injunction against the breaching party as well as an award of its reasonable legal fees and costs. The breaching party shall also be liable for any direct or consequential damages of the non-breaching party or any third party.

Entire Agreement: This Agreement is the entire and exclusive agreement between the City and Contractor regarding the subject matter herein. This Agreement replaces and supersedes all prior negotiations, dealings, and agreements between the City and Contractor covered by this Agreement.

Governing Law: This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of South Carolina without regard to conflicts of law principles. In the event of any dispute or claim arising out of this Agreement, the Parties agree that any legal action shall be litigated in courts having situs within the State of South Carolina.

Validity: This Agreement is not valid without the City and Contractor's signatures.

Delegation of Services: Notwithstanding and without in any way limiting any terms and conditions set forth in this Agreement, all work and services to be provided by the Contractor hereunder will be provided only by qualified personnel of the Contractor, and by subcontractors of the Contractor approved by the City. All approved subcontractors of the Contractors shall be deemed to have made all of the representations and warranties of the Contractor set forth herein and shall be fully covered under the Contractor's insurance policies.

Conflicts: The Contractor will use all reasonable efforts to ensure that they are under no

obligation, agreement, written or verbal, nor have they previously worked or been otherwise in any position which will cause any conflict of interest to arise in connection with the services to be provided to the City. This obligation to notify the City of any potential conflict of interest pertains to both the basic contractual relationship and specific tasks to be performed under this contract.

Affirmative Action/Equal Employment: The City of North Augusta is an Affirmative Action/Equal Employment Opportunity Employer. Further, the City of North Augusta and the Contractor warrants that in the performance of this project, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex or physical disability, including, but not limited to blindness, unless it is shown to be that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States and the State of South Carolina.

Equal Employment Opportunity: The City of North Augusta does not discriminate in administering any of its programs and activities. The consultant awarded the contract for work will be required to ensure that no person shall be denied employment, fair treatment or be discriminated against on the basis of race, sex, religion, age, national origin, or handicap.

Contracting: Any contract developed for work shall be construed and enforced in accordance with the laws of the State of South Carolina

Insurance: The Contractor, at its expense, will provide, carry and maintain throughout the term of this Agreement, adequate insurance as requested by the City that will protect the Contractor, the City of North Augusta, its officers, officials, employees and volunteers from any and all claims for loss, damage, injury or death which may arise from the operation of this Agreement by the Contractor or anyone directly or indirectly employed by them. Policies shall be so written that the City of North Augusta will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates showing that all of the Contractor's operations are covered, and stating the coverage with the City included as an additional insured, the limits of liability, expiration dates and exclusions, if any, will be filed with the City of North Augusta before the term of the contract commences.

The Contractor shall provide the City with certification by a properly qualified representative of the insurer that the Contractor's insurance complies with this section.

All of the insurance policies required shall have the legal company name of the insurer providing coverage, and contain the current rating of the insurer as provided by "Best's Insurance Reports", which must be A-, VII or above. This obligation applies to coverage written on an occurrence as well as a "claims-made" basis.

The Insurance Certificate must state whether coverage is written on an "occurrence" basis or a "claims-made" basis. All insurance must maintain that the City is an "additional insured" for General Liability and Umbrella policies, and any other coverage as the City may require for

specific projects. Such insurance must be issued by insurance companies licensed to write such insurance in the State of South Carolina.

The City, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Worker's Compensation and Employer's Liability

Worker's Compensation must be provided in accordance with the Worker's Compensation Laws of South Carolina. Should a Contractor be involved in operations requiring coverage under special State or Federal Acts, such as Maritime or Railroad, the Contractor must provide evidence of this coverage. Should a Contractor be exempt from the Worker's Compensation Laws of the State of South Carolina, or any other State or Federal requirements, evidence of such exemption must be provided to the City and a "Hold-Harmless" agreement provided in language satisfactory to the City holding it harmless in the event of any claim for injury or damages. Contractors based out-of-state must provide evidence that their Worker's Compensation policy will cover injuries/illnesses sustained while working in the State of South Carolina.

The Contractor is responsible for ensuring that all of its subcontractors carry Worker's Compensation Insurance, as described above.

Employer's Liability must be provided in accordance with the following limits:

- Each Bodily Injury \$500,000
- Disease - Each Employee - Bodily Injury \$500,000
- Disease - Policy Limit - Bodily Injury \$500,000

General Liability Occurrence Policy Guidelines

General Liability - Written under commercial or comprehensive form including the following: (Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury.)

- General Aggregate \$2,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal & Adv Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (any one fire) \$1,000,000

- Medical Expense (any one person) \$10,000

The City requires that these aggregate limits be maintained by the Contractor as required. It is the responsibility of the Contractor or his representative to notify the City if ever or whenever claims reduce the General Aggregate below \$2,000,000. If the aggregate limits include defense costs the City should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the City with current certificates throughout the contract period keeping the required limits in full force and effect. The City of North Augusta reserves the right to modify or change the requirements at any time if it is in the best interest of the City to do so.

Claims-Made Coverage Guidelines

General Liability - Written under commercial or comprehensive form including the following:

- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage and Personal Injury

The City requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The City requires prompt and immediate notice of the following:

- Erosion of any aggregate limits.
- Advance of any retroactive dates.
- Cancellation or non-renewal. Prior 30 day notice.

The City requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the City of North Augusta is necessary and the City retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The City requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the City but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

Liability Limits: Same as those under Section B "Occurrence Policy Guidelines".