

ENGINEERING SERVICES
FOR THE
DOWNTOWN GREENWAY CONNECTOR

REQUEST FOR QUALIFICATIONS

February 2020

CITY OF NORTH AUGUSTA
Engineering Department

100 GEORGIA AVENUE
NORTH AUGUSTA, SOUTH CAROLINA 29841
(803) 441-4223 Fax: (803) 441-4208



REQUEST FOR QUALIFICATIONS (RFQ) INSTRUCTIONS

Introduction:

The City of North Augusta ("**City**") is requesting Statements of Qualifications ("**SOQ**") for professional engineering design services ("**Consultant Services**"), which include, but are not limited to, on call pedestrian and bicycle engineering work and related roadway/"streetscape" improvements specifically related to the "Downtown Greenway Connector" ("**DGC**") and related projects ("**Project**"). Respondents must be able to demonstrate expertise with all aspects of bicycle and pedestrian related engineering tasks, as well as complete roadway/streetscape design incorporating bicycle and pedestrian facilities. Submittals should include the firm's qualifications, project team, resumes, detailed scope of services/tasks, and recently completed bicycle and pedestrian-related, and streetscape engineering work (high value will be placed on experience assisting municipalities with the implementation of bicycle and pedestrian master plans).

Information related to this solicitation, including any addenda, will be posted to the City's website at <https://www.northaugusta.net/business/bids-rfps>. For questions related to this RFQ, contact:

Thomas C. Zeaser, P.E.
Director of Engineering & Public Works
City of North Augusta
100 Georgia Avenue, North Augusta, SC 29841
Direct Phone: (803) 442-5770
Email: tzeaser@northaugusta.net

Project Background:

In 2016 the City endorsed the **North Augusta Downtown Greenway Connector Charrette Report**, dated August, 2015. This report can be viewed on the City's website here:

<https://www.northaugusta.net/Home/ShowDocument?id=18000>

The City is now prepared to move forward with the first phase of the project, generally in conformance with the Phase One conceptual design presented in the **Downtown Greenway Connector Master Plan Update**, which can be viewed on the City's website here:

<https://www.northaugusta.net/Home/ShowDocument?id=17998>.

Scope of Services/Tasks:

The purpose of this contract is to have a consultant under contract to perform final design and prepare construction documents for Phase One - Bluff Avenue Streetscape of the DGC, and remain on-call for a period of several years to assist the City with future phases. The selected consultant will provide a wide variety of assistance to the City through this contract. The selected consultant will be asked to perform work on an on-call/as-needed basis. After receiving a request for services from the City, the Consultant will provide the City with a brief scoping letter that contains a summary of the scope of work with a project manhour and cost, not to exceed budget, and completion date. Below please find a listing of potential tasks the selected consultant will be expect to provide. If any additional potential

recommended tasks are added by the Proposer, please note as such by either bolding or italicizing in SOQ:

Potential Contract Tasks

- Development of DGC implementation strategies
- Refine scope and develop detailed cost estimates of DGC projects
- Leading public engagement through mailings and or public meetings to educate and seek feedback on potential DGC projects
- Pre-design scoping studies of DGC projects
 - Preparation of cost estimates
 - Identify Right of Way needs/constraints for projects
 - Identify permitting needs and early coordination with permitting agencies
 - Develop project schedules of DGC projects for using in capital improvement planning
 - Review implementation possibilities and align DGC projects with identified capital improvement projects.
- Developing project scoping narratives for use on grant applications
- Providing engineering design of DGC projects for construction, including, but not limited to:
 - Surveying
 - Preliminary/Final Design
 - Easement Plat Preparation
 - Preparation of construction documents (plans, specifications, cost estimates, etc.)
 - Bid phase services
 - Construction phase services
 - Geotechnical services
 - Utility coordination
 - SCDOT permitting
- Attendance at various staff/public meetings

Term of Agreement

The term of this agreement shall be for five-years, beginning the date that the agreement is executed.

Renewal of Agreement

The Owner reserves the right, but shall be under no obligation, to offer to renew the term of the agreement by five-year periods, if approved and accepted in writing by both the Consultant and the City. The City shall notify the Consultant of its desire to renew the agreement for an additional term on or about sixty days prior to the expiration of this agreement or its renewals. The Consultant shall notify the City of its desire to renew not later than 90 days prior to the expiration of the agreement or its renewals. Renewal of this contract is subject to the availability of funding and is not guaranteed.

Termination of Agreement

Notwithstanding any other rights of cancellation contained herein accruing either to the Consultant or to the City, either party to this agreement shall have the right of cancellation, with or without cause, by serving notice on the other party, by certified mail, return receipt requested, of such intent to

cancel this entire agreement at least sixty (60) days prior to any such proposed cancellation date, such cancellation to be without recourse except for any sums owing to either party at the time of cancellation. The Consultant shall continue to faithfully perform all required work until the date of cancellation of the agreement.

Project Schedule:

Key Dates:

Advertisement of RFQ:	February 18, 2020
Statements of Qualifications due:	March 13, 2020 by 5 p.m.
Evaluation Meeting:	March 16, 2020
Interview Consultants (if necessary):	March 23, 2020
Selection Announcement:	March 25, 2020
Contract Start:	April 7, 2020
Initial contract completion date:	April 30, 2020

Preparation of Statements of Qualifications

All SOQ's must be signed by an authorized official. SOQ's that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected. Proposers must review the evaluation criteria listed in this RFQ (further down).

Clarifications & RFI's

The City reserves the right to make clarifications, corrections, or changes in this RFQ at any time prior to the time SOQ's are due. Questions and requests for information must be submitted before noon local time on March 9, 2020. The City will issue addendums and/or responses to RFI's on the City's website at <https://www.northaugusta.net/business/bids-rfps>. It is the consultant's responsibility to check the website for addendum/responses to RFI's. All SOQ's submitted must acknowledge receipt of all addenda issued by the City.

Statement Due Date & Submittal Procedure

Please submit the following items in a single envelope:

- Five (5) bound paper copies of the SOQ
- One (1) CD or USB Flash Drive containing the SOQ as a single PDF file

SOQ's will be received until **5:00p.m. local time on March 13, 2020**. SOQ's shall be enclosed in a sealed envelope or package, addressed to the City of North Augusta. The name and address of the prospective firm, the RFQ Title, shall be placed on the outside of the package. All items required for a responsive SOQ shall be included. It is the sole responsibility of the proposer to ensure that the SOQ package is received no later than the established due date and time at the proper location. SOQ's received after the due date and time will not be considered. SOQ's submitted by facsimile or other electronic means will not be accepted. ***To avoid delivery-related complications, please consider submitting your Qualifications Package at least an hour prior to the deadline.***

Submit/Deliver to: City of North Augusta

Engineering Department
100 Georgia Avenue, 2nd Floor
North Augusta, South Carolina 29841
Attn: Thomas C. Zeaser, P.E.

Evaluation of SOQ's:

The submitted SOQ's will be reviewed and selected based upon factors in this RFQ and including the following:

(1) Firm Information

- Provide a description of the company that will enter into the contract(s) with the City, including origin, background, current size, financial capacity, available resources, general organization, and company headquarters. Identify the name and title of the person authorized to enter to the contract(s) with the City.
- Describe your interest in this Project and the unique advantage your firm and team brings.
- State any conflicts of interest your firm or any key team member may have with this Project.
- Describe any unresolved claims, disputes, and/or current litigation with the City of North Augusta or any other entity.
- Describe any claims, disputes, and/or litigation with the City of North Augusta or any other entity that have been resolved/settled within the past five (5) years.

(2) Qualifications, certifications, and abilities of **key staff**, as demonstrated by performance/role in projects of a similar nature

- Provide an organizational chart which clearly identifies the key members of the project team. Subconsultants should be included. **Specifically identify the individual(s) who will serve as project manager(s)**. Please provide the following information for the project manager(s) and key team members:
 - Name and title;
 - Address;
 - Phone number;
 - Email;
 - Project responsibilities;
 - Role in and name of similar past projects; and
 - Name of company employing project manager for each past project listed.
- Describe any previous collaboration(s) between key team members, the responsibilities of each team member during these collaborations, and the project(s) outcome. Cite any significant achievements reached as a result of this collaboration. Discuss the successes of the team collaboration, any design or constructability related problems encountered, and methods used to mitigate issues.
- Resumes may be submitted for each proposed key team member.

(3) Experience of the firm providing similar services for similar projects

List a maximum of five (5) relevant, similar projects, either currently in progress or having been completed **in the past five (5) years**, including any projects with the City, containing work demonstrating the skills and abilities of the key team members

- List only projects involving the key team members or subcontractors proposed for this

Project.

- List projects in date order with newest projects listed first and include the following:
 - Brief project description;
 - Owner's representative having knowledge of the firm's work, include the contact name, phone, email, address;
 - Provide the initial award of contract amount, the final contract amount (include any and all change orders) and the total time period to complete the work. Please note whether contract work was completed on time and/or within budget.
 - Name of key team member(s) involved; including any changes to the project team and/or key team member(s) after project initiation, and if the key team member(s) completed the project. Include the project's current status if it is not yet completed. If experience for a key team member is listed from a previous employer, fully disclose with what firm the work was performed.
 - A list highlighting those skills demonstrated by key team member(s).
 - Discuss the methods, approach and controls used on the project in order to complete it in an effective, timely, economical and professional manner. If services included construction drawings, discuss the percentage that the engineer's construction cost estimate was within the bid award amount and final construction amount. Include an explanation for any differentials greater than 10%.
 - Whether or not the project was involved in any construction claims, how they were resolved and what the role of the key team members was for resolution.

(4) Ability to meet project deadlines (availability of staff to perform services)

- Discuss your team's ability to handle multiple concurrent projects in terms of equipment, staff availability, and scheduling capacity.
- Discuss your team's ability to respond to routine project meeting and/or urgent requests and provide a physical presence at the project site.

(5) Completeness of project approach

- Discuss the firm's understanding of the project objectives and describe the proposed project approach to deliver the Services in an effective, timely and professional manner. Outline the project plans, structure and services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the firm's intended methods for servicing the requirements of all aspects of all types of Projects set forth herein.
- Describe your firm's project management and quality control procedures.
- Describe the teams approach to addressing constructability of and providing estimates for projects designed by the firm.
- Describe any support needed from City staff in order to execute the Services.

(6) Any additional services/tasks not identified in this RFQ that the consultant believes will improve the project, reduce costs and time, etc.

(7) The City's prior experience working with the Proposer

(8) The firm's hourly rates

REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

Communications

All communication of any nature with respect to this RFQ shall be addressed to the Contracts Administrator identified in this RFQ. With the exception of communications with the Contracts Administrator for this RFQ, prospective firms and their staffs are prohibited from communicating with elected City officials, City staff and any selection committee member regarding this RFQ or submittals from the time the RFQ was released until the selection results are publicly announced. Violation of this provision may lead to disqualification of the firm's SOQ for consideration.

Duties and Obligations of Firms in the RFQ Process

Interested firms are expected to fully inform themselves as to all conditions, requirements and specifications of this RFQ before submitting a SOQ. Firms must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City. Firms are expected to promptly notify the City in writing to report any ambiguity, inconsistency or error in this RFQ. Failure to notify the City accordingly will constitute a waiver of claim of ambiguity, inconsistency or error.

Addenda

In order to clarify or modify any part of this RFQ, addenda may be issued and posted at the City's official website at www.northaugusta.net.

Any requests for information or clarification shall be submitted in writing to the Contracts Administrator listed in this RFQ by the deadline for questions.

No Collusion, Bribery, Lobbying or Conflict of Interest

By responding to this RFQ, the firm shall be deemed to have represented and warranted that the SOQ is not made in connection with any competing firm submitting a separate response to this RFQ, and is in all respects fair and without collusion or fraud. Furthermore, the firm certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the City in connection with this RFQ.

Public Records

Upon receipt by the City, each SOQ becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under South Carolina Code of Laws 39-8 et seq. SOQs will be reviewed by the City's evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this SOQ," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret

materials contained in the envelope.

In submitting a SOQ, each firm agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the evaluation process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire SOQ as a trade secret may be disqualified from consideration.

Cost of SOQ Preparation

The City shall not be liable for any expenses incurred by any firm responding to this RFQ. Firms submitting a SOQ in response to this RFQ agree that the materials and submittals are prepared at the firm's own expense with the express understanding that the firm cannot make any claims whatsoever for reimbursement from the City for the costs and expense associated with preparing and submitting a SOQ. Each firm shall hold the City harmless and free from any and all liability, costs, claims, or expenses incurred by, or on behalf of, any person or firm responding to this RFQ.

Advertising

In submitting an RFQ, proposer agrees not to use the results therefrom as part of any commercial advertising without prior written approval of the City of North Augusta.

Vendor Registration with City of North Augusta

The selected firm and subcontractors must be registered in the City's Vendor Registration System in order to receive payment for services and/or supplies provided under any City contract.

Financial Capacity; Insurance Requirements

The selected firm must have the financial capacity to undertake the work and assume associated liability. The selected firm will be required to provide certificates of insurance evidencing coverage for professional liability in the minimum amount of \$1,000,000; automobile liability in the minimum amount of \$1,000,000; commercial general liability in the minimum amount of \$1,000,000; and workers' compensation insurance as required by South Carolina statutes.

Ownership of Work Products

The City shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected firm pursuant to any contract under this RFQ (collectively, the "Intellectual Property"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City's name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the firm a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

City Rights and Reservations

The City expects to select one firm, but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any firm/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFQ as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFQ, to cancel the RFQ, to re-advertise for new RFQ responses either with identical or revised specifications, or to accept any RFQ response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFQ shall not be construed as a contract, nor indicate a commitment of any kind.

The City of North Augusta reserves the sole right to award a contract to the most qualified firm on the basis of best overall SOQ that is most advantageous to the City.

Contract

The contents of this RFQ and all provisions of the successful SOQ deemed responsive by the City of North Augusta may be incorporated, either in whole or in part, into a contract and become legally binding when approved and executed by both parties. Contents of the contract may contain changes from the City of North Augusta's perspective as a result of the RFQ process and SOQ(s) received. The final negotiated contract may include the scope of work as outlined in this RFQ along with the successful firm's submittal and any additions or deletions made at the discretion of the City as a result of the RFQ process.