

# City of North Augusta

Request for Proposals

Development Code Rewrite

P&D RFP2020-001 (Revised 02-26-20)



## Introduction

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The City of North Augusta is seeking proposals from qualified consultants (individual firms or teams of consultants) to assist the City with a comprehensive update of the City's Development Code ("NADC"). The City is interested in firms capable of providing professional services including research, analysis, stakeholder engagement, drafting of Code text, graphics and final document preparation.

Proposals are due by **5:00 p.m. Tuesday, March 31, 2020.**

## Project Goals, Background and Purpose

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The North Augusta Development Code (NADC) was adopted in 2007 and implemented in 2008. While there have been periodic updates and revisions, the City believes it is in the City's interest to have a comprehensive review of the provisions and organization of the code to reflect current best practices, provisions of the 2017 Comprehensive Plan, and current development needs.

Generally, the consultant is expected to provide project management services that include the preparation of a project management plan that contains: tasks, deliverables, schedule, document review process, required resources, quality checks, reporting, and risk mitigation.

A few of the overarching goals of the project are to:

1. Review regulations to encourage reuse and redevelopment of property within the City, especially within current Overlay Districts and Downtown
2. Review regulations to ensure the code supports responsible infrastructure development
3. Review current regulations for efficiency and effectiveness in reaching the goals of the Comprehensive Plan
4. Review zoning categories to encourage affordable and diverse housing choices

Additional items may be identified as the Code is analyzed and stakeholders are interviewed.

The 2017 Comprehensive Plan lists the following Guiding Principles related to development within the City of North Augusta:

1. Sustainable Economic Growth: North Augusta is committed to the recruitment and retention of quality jobs, shopping, and local businesses to support sustainable growth for current and future residents. Growth should be focused geographically in parts of North Augusta that will reinforce this commitment and contribute to a more economically vibrant and livable city.
2. Efficient, High Quality Services: We will continue to provide efficient, customer-oriented government services to our citizens and a clear, consistent regulatory process that encourages high quality investment, development and growth.
3. Stable, Diverse, & Walkable Neighborhoods: North Augusta is made up of unique neighborhoods, each contributing to the character of the town. Continuing to enhance these neighborhoods with a more diverse mixture of housing types, pedestrian and multimodal facilities, open spaces, and walkable mixed uses will strengthen North Augusta as a choice for future residents.
4. Transportation that Facilitates Activity & Mobility: North Augusta has a wide range of attractive qualities and characteristics, including a walkable downtown, the Savannah River, the Greenway system, parks, established neighborhoods, and redevelopment opportunities. Connecting these with a robust network of pedestrian and biking infrastructure will help to strengthen the livability and economic potential of North Augusta.
5. Stewardship of our Cultural & Natural Resources: North Augusta was built on a strong foundation of history. The Boeckh plat created a network of streets, home sites, commercial areas, prominent landmarks, and public spaces, which enhance the area's natural landscape and continue to serve the community today. We must not only preserve our historic and natural elements and stories, but uncover and elevate them in the community.
6. Robust Parks, Recreation, & Greenway Network: North Augusta is committed to enhancing and increasing quality open space and recreation opportunities to its citizens. We believe that parks and recreational facilities should be within walking distance (1/2 mile) of every resident. The Greenway will continue to serve as the backbone for our mobility network connecting our neighborhoods to our recreational amenities, the riverfront, and the downtown.
7. A Vibrant Downtown & Riverfront: North Augusta's downtown is the heart of our community. We endeavor to revitalize this area as a vibrant and thriving economic and social center. We will accomplish this by focusing on creating great places for people. The Savannah River is North Augusta's 'front door' and 'backyard.' We will continue to embrace the riverfront for development and recreation, while enhancing and preserving its natural character.

## Scope of Work

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The following Scope of Work is intended to guide preparation of the update to the NADC. This Scope of Work is intended to provide a general framework for the update and may have items added or removed as needed or recommended by the consultant. This Scope of Work is intended to provide a minimum framework for the project and may have items added or removed as needed or recommended by the consultant.

A general list of items for consideration may include the following:

1. Background & Code Analysis Review

- a. Provide an initial review of the Development Code and provide general feedback and recommendations for further study. This review will focus on function, flow, consistency, accuracy and compliance with state law. This review may be in consultation with City staff.
- b. Review the NADC in relation to the 2017 North Augusta Comprehensive Plan. Identify strengths and weaknesses and potential areas for improvement or items that can be achieved through Code revision.
- c. Review other adopted plans within the City and other organizations and provide recommendations to incorporate and/or align regulations with their policies and procedures when appropriate.
- d. Map the various processes of the Planning and Development Department and develop recommendations to clarify, streamline, and provide certainty to the development review process. This may include interdepartmental process and policy review.

2. Public Participation Plan

- a. With staff assistance, create lists of key stakeholders and prepare for public outreach to discuss concerns with these stakeholders.
- b. Coordination with any advisory or steering committees or work groups.
- c. Public input and information sessions, including possible surveys and/or interviews for specific stakeholder groups. The proposal should identify key stages for steering committee input, public engagement/input and feedback from relevant Advisory Boards and City Council.

3. Revision Review and Implementation
  - a. Prepare a discussion draft ordinance and any associated maps for review of City staff and the public.
  - b. Revise drafts based upon input received from public participation and City staff.
  - c. Prepare a draft code and map and an executive summary for use during public hearing process.
4. Final Products
  - a. After adoption, the consultant shall provide a final copy of the adopted code and map in hard copy, and in an electronic format suitable for future amendment, use in Municode, and GIS.

## Schedule

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The City anticipates the following timetable for completion of the NADC update, with key dates noted below. A final schedule will be adopted as part of the contract between the City and consultant chosen to prepare the plan.

RFP Issued	February & March, 2020
RFP Responses Due	March 31, 2020
Firms Short-Listed	April, 2020
Interviews, if needed	April, 2020
Contract to City Council	May, 2020
Project Initiation	June, 2020
Project Completion/Adoption	June, 2021

## Proposal Content

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The submitted proposal must address all elements of scope of work and should include (at a minimum) the following elements:

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 similar 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. **Project Schedule:** Provide an explanation of how your firm would meet the project schedule and deliverables.
10. **Budget:** Cost estimates for the proposal as written, any additional services recommended, or other price-based information as needed to evaluate the value represented to the City.
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.

If any of the above requirements are not met, the responder's proposal may not be considered.

## Consultant Evaluation and Selection

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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. All criteria are weighted equally with a maximum of 10 points awarded per criteria. 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.
- 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.
- Value: Overall project value and efficiency to the City.
- 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 seek clarification of any submitted proposal, reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFP if it is in the best interests of the City.

## Confidentiality

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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

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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.

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.

## Submittal Requirements

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Firm(s) interested in being considered for this project should submit five (5) bound copies and one (1) electronic version via CD or flash drive no later than **5:00 p.m. on Tuesday, March 31, 2020.**

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.

All submittals must be completely sealed.

Proposals may be hand delivered or mailed to:

P&D RFP 2020-001 Development Code Rewrite  
Libby Hodges, AICP, Planning and Development Director  
City of North Augusta,  
100 Georgia Avenue  
PO Box 6400  
North Augusta, SC 29841

Submittals will be opened on **Wednesday, April 1, 2020, at 9 am\*** in the Municipal Building at 100 Georgia Avenue, North Augusta, in the Planning Department Conference Room.

\*Please note: the bid opening time is subject to change. Time will be verified 1 week prior to opening.

## Additional Information & Questions

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The City reserves the right to award the contract to any qualified responder. This solicitation in no way obligates the City to award a contract. All submittals become the property of the City upon submission.

Questions regarding this RFP should be directed to [lhodges@northaugusta.net](mailto:lhodges@northaugusta.net). All questions must be received in writing. The City will maintain a list of questions and answers on its website (<http://www.northaugusta.net>). Questions will be accepted until 5 pm EST on Friday, March 27, 2020 and answers will be posted by 5 pm EST on Monday, March 30, 2020.



## General Terms and Conditions

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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 Contractor 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".