



May 4, 2023

Newberry County, SC
Request for Proposals #2023-14
Architectural/Engineering Services for Capital Project Sales Tax (2022 CPST)
Group 2

Location: Newberry County, Newberry SC
Newberry
Town of Prosperity
Town of Little Mountain

Newberry County is seeking requests for proposals (RFP) for architectural and engineering services for the Capital Project Sales Tax (CPST) that was approved on the General Election in November 2022. The County Council has approved twelve new projects to be funded through the proposed CPST, three of which are listed in this solicitation. The CPST Committee ranked each project based on a collective vote among the members and assigned a ballot amount to each project.

The four projects associated with this solicitation are the Downtown Newberry Amphitheater and Pavilion/Support Building, Renovations to the Old Gallman High School for use as a Community Center, Improvements to Town of Prosperity Parks (four locations), and the Improvements to the Town of Little Mountain Reunion Park.

The deadline for submission of a response to this RFP is June 6, 2023, by 3:00 p.m. in the Newberry County Courthouse Annex, 1309 College Street, Newberry, SC, 29108.

Proposal Submittal Form

<p>NEWBERRY COUNTY, SOUTH CAROLINA</p>	<div data-bbox="1110 380 1325 596" data-label="Image"> </div> <p>Mail to: Newberry County Purchasing Attn: Crystal Waldrop, CPPB Post Office Box 156 Newberry, SC 29108</p> <p>Hand Carry to: Newberry County Courthouse Annex Conference Room Attn: Crystal Waldrop, CPPB 1309 College Street Newberry, SC 29108</p>
<p>REQUEST FOR PROPOSAL PROPOSAL NUMBER: 2023-14 Architectural/Engineering Services for Capital Project Sales Tax (2022 CPST) Group 2</p>	<p>Proposals will be accepted until 3:00 PM, Thursday, June 6, 2023</p> <p>TELEPHONE NO. (803) 321-1420</p>

VENDOR NAME: _____

VENDOR ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NO. () _____ Email Address: _____

FEDERAL ID NO. _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and verify that I am authorized to sign this proposal for the proposer. I further stat that the company affiliated with this proposal currently complies with all applicable federal and state laws and directives relative to non-

SIGNATURE: _____ NAME/TITLE: _____

DATE: _____

TERMS AND CONDITIONS

Section I – General Requirements

1. Newberry County reserves the right to accept or reject any Proposal, to decide not to award a contract, or to negotiate changes in the proposal submitted by the selected firm.
2. The county reserves the right to award the contract to the next qualified firm if the successful firm does not begin contracted services within the prescribed days stated in the contract.
3. There is no expressed or implied obligation for Newberry County to reimburse responding firms for any expense incurred in preparing proposals in response to this request. Nor does this solicitation commit Newberry County to award a contract or to procure any services that may be offered by means of a submission to this request.
4. The contracted firm, at its own expense, will correct any and all errors and omissions it may make.
5. Any exceptions to terms, conditions, or other requirements in any part of this RFP must be clearly pointed out in the offeror's proposal. Otherwise, the County will consider that all items offered are in strict compliance with this RFP, and the successful proposer will be responsible for compliance.
6. The selected firm shall be required, before awarding of contract, to demonstrate to the complete satisfaction of the County that they have the necessary resources to execute the work in a satisfactory manner and within the time specified; that they have had experience of a same or similar nature; that they have a past history and references which will assure the owner of the firm's qualifications for executing the work.
7. Upon receipt of this RFP by potential proposers, contact with any elected or appointed official, authority or board member, or employee of Newberry County, other than the contact listed, initiated by a firm representative to promote the firm's selection may result in disqualification. Timely information to all interested parties with regard to progress of the selection process and its results will be provided.
8. The selected firm will not discriminate against any person in accordance with Federal and State laws and regulations.
9. Sub-contracting of an awarded contract will not be permitted in part or whole, under any circumstances.

10. In case of default by the firm, the Newberry County Council reserves the right to purchase the services in default in the open market, charging the firm with any additional costs.
11. Newberry County reserves the right to terminate the contract at any time, with sixty (60) days prior written notice, if not satisfied with the quality of service provided or if the Proposer fails to fulfill any of the conditions of this RFP.
12. Indemnity: The Contractor shall indemnify and save harmless Newberry County, its officers, agents, and employees from and against all losses, costs, damages, expenses, and liabilities caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person(s); and against all damage or destruction to property, real or personal, arising directly or indirectly from the work performed by the consultant, its subcontractors, or employees.

Section II – Insurance Requirements

The coverages must be as follows:

Worker’s Compensation	Required
General Liability	\$1,000,000 per occurrence
---Including bodily injury, property damage and contractual liability	
Automobile Liability	\$1,000,000
---Including bodily injury and property damage	
Errors & Omissions	\$2,000,000, aggregate

The Certificate of Insurance must list Newberry County, SC as the Certificate Holder, as well as AN ADDITIONAL INSURED. Notification of cancellation must be sent to Newberry County and coverage must remain effective during the entirety of the contract.

Proposed Scope of Work:

- Analysis, evaluation and recommendation to owner regarding feasibility of project
- Project cost estimating
- Obtaining required permits
- Preparation of construction documents, plans and specifications with professional seals and signatures
- Location of utilities, coordination and assistance with utility connection designs and requirements
- Assistance with the preparation of bid packages and contract documents
- Assistance with bid evaluation and contract award recommendations
- Provide contract administration and inspection support during construction activities
- Conducting substantial completion inspections and project closeout, to include as-built drawings

Submission Requirements:

To achieve a uniform review process and allow for adequate comparability, the Request for Proposals must be organized in the manner specified below:

1. Letter of Transmittal – limited to two pages
2. Briefly state your firm's understanding of the work to be done, and make positive commitment to perform the work
3. Identify your Request for Proposal's principal strengths
4. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers
5. State whether or not your firm has been involved in any litigation within the past five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation.
6. Provide past performance information
7. Provide at least five (5) examples of previous work that demonstrates the firm's experience on projects of similar size and scope
8. Provide names, qualifications, and experience on the firm's project manager and all design professionals to be assigned to this project
9. Provide office location information and where work for this project will be performed
10. Provide recent, current and projected work leads of the firm
11. Provide a current and projected workload summary with a simple plan and schedule that demonstrates the firm's ability to respond to and complete the work in a timely manner
12. Provide all remaining information pertaining to evaluation criteria requested in this RFP
13. List any exceptions to this RFP
14. Firm shall provide proof of Errors and Omissions Insurance, along with Worker's Compensation Coverage
15. The firm shall submit a fee schedule for hourly rates. It is the intent for the chosen firm to provide a lump sum price for services for each individual project in this solicitation.

Evaluation Criteria:

Proposals shall be evaluated and ranked based on the following Criteria:

- A. Related experience on similar projects
- B. Respective qualifications and demonstrated competence
- C. Ability to produce the required services within a reasonable time
- D. Past performance (references)
- E. Ability to meet project budget requirements

Newberry County may conduct personal interviews or telephone interviews with at least three firms, based on their submittals, if necessary. The RFPs will be evaluated on the criteria set forth in this document. Newberry County Council will make the final decision based on the Evaluation Committee's recommendation.

One original and five (5) copies of the responses shall be submitted.

Deadline for Submittals:

Requests for Proposals will be accepted by Newberry County until 3:00 p.m., June 6, 2023. Submittals shall be sent to the attention of Crystal Waldrop, Purchasing Director, Post Office Box 156, Court House Annex, 1309 College Street, Newberry, SC 29108. Questions may be submitted to cwaldrop@newberrycounty.net. The deadline for questions to be submitted is May 23, 2023 by close of business at 5:00 p.m., local time.

General Provisions for Architectural/Engineering Services

This is an exhibit that will be made part of the agreement between the County of Newberry (OWNER or County) and the CONSULTANT for professional consulting services. Each project, which includes four of the funded Capital Project Sales Taxes (CPST) will stand alone. The projects associated with this solicitation are for the Downtown Newberry Amphitheater and pavilion/support building, Renovations to the old Gallman High School for use as a community center by Building Thriving Communities Foundation, Improvements to the Town of Prosperity Parks, and Improvements to The Town of Little Mountain Reunion Park. Detailed scope of work, as passed on the 2022 CPST Referendum, is described in more detail in the submittals to the CPST Commission and shall become part of this solicitation. The scope for each project is listed on the County website, under the link for this solicitation.

These General Provisions set forth the general requirements for the performance of the various architectural and engineering services for projects required under this AGREEMENT. The CONSULTANT under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and, unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the requirements in this solicitation.

Each project will be solicited and bid separately, and all aspects of the requirements herein shall apply to all of them.

SECTION I – BASIC SERVICES

Basic Architectural and Engineering Services will generally be completed in five (5) phases:

1. Schematic design phase;
2. Design development phase;
3. Contract Document phase;
4. Bidding phase; and
5. Construction and oversight phase (The County may hire its own representative for construction management)

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each project, with OWNER'S prior approval. Additional services may be added as mutually agreed upon between OWNER and CONSULTANT. Such additions, changes or deletions will be outlined in each phase.

A. Schematic Design Phase

- The CONSULTANT shall provide a preliminary evaluation of the OWNER's program, schedule and construction budget requirements.
- The CONSULTANT shall review with the OWNER alternative approaches to design and construction of the Projects.
- Based on the mutually agreed upon program, schedule and construction budget requirements, the CONSULTANT shall prepare, for approval by the OWNER, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- The CONSULTANT shall submit to the OWNER a preliminary estimate of construction cost based on current area, volume or other unit costs.

B. Design Development Phase

- Based on the approved Schematic Design Documents and any adjustments authorized by the OWNER in the program, schedule or construction budget, the CONSULTANT shall prepare, for approval by the OWNER, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project regarding architectural, engineering, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
- The CONSULTANT shall advise the OWNER of any adjustments to the preliminary estimate of the construction cost.

C. Construction Documents Phase

- Based on the approved design development documents and any further adjustments to the scope or quality of the project or in the construction budget authorized by the OWNER, the CONSULTANT shall prepare, for approval by the OWNER, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project.

- The CONSULTANT shall assist the OWNER in the preparation of the necessary bidding information, bidding forms, the conditions of the contract and the form of agreement between the OWNER and the CONTRACTOR.
- The CONSULTANT shall assist the OWNER in any adjustments to previous preliminary estimates of construction cost indicated by changes in requirements or general market conditions.
- The CONSULTANT shall assist the OWNER in connection with the OWNER'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.

D. Bidding Phase

After authorization to proceed with the Bidding Phase, CONSULTANT shall:

- Assist the OWNER in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-bid conferences and provide bidding documents to bidders who have shown interest in the project.
- Issue addenda as appropriate to interpret, clarify or expand the bidding documents.
- Consult and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents.
- Consult with the OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents
- Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- Furnish sets of bidding documents to contractor bidding and plan offices (Dodge, AGC, etc.) during the bidding phase.

E. Construction Phase

- The CONSULTANT'S responsibility to provide basic services for the construction phase under this AGREEMENT commences with the award of the contract for construction and terminates at the earlier of the issuance to the Owner of the final certificate for payment or sixty (60) days after the date of substantial completion of the work, but may be extended under the terms of Section II "Special Services".
- The CONSULTANT shall attend pre-construction conferences.
- Visits to site and observation of construction while in progress:
 - CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and CONSULTANT shall keep OWNER informed of the progress of the work.

- CONSULTANT shall not, during such visits or as a result of such observations of contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor or for any failure of contractor to comply with law, rules, regulations, ordinances, codes or orders applicable to contractor furnishing and performing their work. Accordingly, CONSULTANT can neither guarantee the performance of the construction contracts by contractor nor assume responsibility for contractor's failure to furnish and perform their work in accordance with the contract documents.
- Defective Work: During such visits and on the basis of such observations, CONSULTANT may disapprove of or reject contractor's work while it is in progress if CONSULTANT believes that such work will not produce a completed project that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the project as reflected in the contract documents.
- Interpretations and Clarifications: CONSULTANT shall issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare work directive changes and change orders as required.
- Shop Drawings: CONSULTANT shall review and approve, or take other appropriate action, in respect of shop drawings, samples and other data which contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Substitutes: CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by contractor, but subject to the approval of the CONSULTANT.
- Inspections and Tests: CONSULTANT shall have authority, as OWNER'S representative, to require special inspection or testing of the work and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the contract documents but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with the contract documents. OWNER shall contract with contractor to perform any testing.
- Disputes: CONSULTANT shall act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims relating to the acceptability of the work.
- Applications for Payment: Based on CONSULTANT'S on-site observations as an experienced and qualified design professional, on information provided by the County's representative and on review of applications for payment and accompanying data and schedules:
 - CONSULTANT shall determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CONSULTANTS'S knowledge, information and belief, the quality of such work is generally in accordance with the contract documents (subject to an evaluation of such work as a functioning whole prior to or upon

substantial completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation). In the case of unit price work, CONSULTANT'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the contract documents).

- By recommending any payment, CONSULTANT will not thereby be deemed to have represented that exhaustive, continuous or detailed review or examinations have been made by OWNER to check the quality or quantity of contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in this agreement and the contract documents. CONSULTANT'S review of the contractor's work for the purposes of recommending payments will not impose on CONSULTANT'S responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor's compliance with laws, rules regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for said purposes any contractor has used the moneys paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.
- **Contractor's Completion Documents:** CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by contractor in accordance with the contract documents. Such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the contract documents; and shall transmit them to the OWNER with written comments.
- **Inspections:** CONSULTANT shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that CONSULTANT may recommend, in writing, final payment to contractors and must give written notice to OWNER and the contractors that the work is acceptable so that CONSULTANT may recommend, in writing, final payment to contractors and must give written notice to OWNER and the contractors that the work is acceptable and meets the requirements of the drawings, scope of work and specifications (subject to any conditions therein express), but any such recommendation and notice will be subject to the limitations expressed herein.
- **Limitation of Responsibilities:** CONSULTANT shall not be responsible for the act or omissions of any contractor, or of any subcontractor or supplier's agents or employees or any other persons (except CONSULTANT'S own employees and agents) at the site or otherwise furnishing or performing any of the contractor's work; however, nothing herein contained shall be construed to release CONSULTANT from liability for failure to properly perform duties and responsibilities assumed by CONSULTANT in the contract documents.

SECTION II – SPECIAL SERVICES

A. Services Requiring Authorization in Advance:

- Preparation of pre-applications and/or applications and supporting documents for governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project;
- Services to make measured drawings or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER; referred to as preliminary engineering reports produced by each project for the ballot referendum;
- Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond CONSULTANT'S control;
- Preparing documents for alternate, separate or sequential bids requested by the OWNER after receipt of original bids and for contractors' work which are not executed or documents for out-of-sequence work;
- Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits for inventories required in connection with construction performed for OWNER;
- Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the project that are contemplated by an approved work authorization, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services;
- Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractor to proceed with their work, and providing land surveys and other special field surveys;
- Assistance with bid protests, re-bidding or renegotiating for construction, materials, equipment or services;
- Soils and material investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations;
- Quality assurance testing during construction;
- Preparing to serve or serving as the consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the project;

- Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in the basic services;
- Providing financial feasibility or other special studies;
- Providing special survey, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the project;
- Providing services to verify the accuracy of drawings or other information furnished by the OWNER;
- Providing services in connection with the work of a construction manager or separate consultants retained by the OWNER;
- Providing detailed estimates of construction cost;
- Providing detailed quantity surveys or inventories of material, equipment and labor;
- Providing analyses of owning and operating costs;
- Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment;
- Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the contractor to the CONSULTANT;
- Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation;
- Providing any other services not otherwise included in this agreement or not customarily furnished in accordance with generally accepted architectural and engineering services;
- Services in making revisions to drawings and specifications occasioned by the acceptance or substitutions proposed by contractor; and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor;
- Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages;
- Additional or extended services during construction made necessary by:
 - Work damaged by fire or other cause during construction,
 - A significant amount of defective or negligent work of any contractor,
 - Acceleration of the progress schedule involving services beyond normal working hours, and
 - Default
- Services in connection with any partial utilization of any part of the project by OWNER prior to substantial completion;
- Services after issuance to the OWNER of the final certificate for payment or in the absence of such certificate, more than sixty (60) days after the date of substantial completion of the work.