



Request for Qualifications ENGINEERING AND DESIGN SERVICES FOR Saluda River Crossing Project

1. Project Summary

The City of West Columbia, South Carolina, is requesting qualifications (RFQ) from qualified Engineers and Landscape Architect consultants for the preparation of construction contract documents for the creation of the Saluda Bridge Infrastructure. The project is to be located within the Dominion Energy Easement along the Saluda River. The final product sought is construction contract documents including plans, specifications, and cost estimates ready for bid. The concept for the project has been developed.

2. Description of the Project

Installation of new gravel and asphalt roadway from existing Mohawk Drive to a proposed 40-45 car asphalt parking lot. Plans will also include a swift water fire rescue platform, trail connection to the existing Zoo restroom near the Mill Rapids, zoo parking as well as a trail connection to the proposed Bridge across the Saluda River (designed by others) work to include:

- Coordination with Bridge designer selected by City of Columbia
- Coordination with City and Zoo staff
- FEMA permitting either No Rise or CLOMR/LOMR
- FERC Permitting if required
- Any required wetland delineation and permitting
- Threatened and Endangered Species investigation and USFWS concurrent letter
- Geotechnical Report
- SCDHEC Land Disturbance through Lexington County
- Dominion Energy License Agreement to "Right to Construct"
- Other permitting as required

3. Schedules

Release of RFQ:
Proposal Due Date:

November 1, 2023
November 30, 2023- 4:00 PM

4. Proposal Instructions

A complete, concise, and professional response to this RFQ will enable the Owner to identify the Engineer/Designer who will provide the highest benefit to the Owner and will be indicative of the level of the Consultant's experience and commitment to the proposed project. Qualifications must demonstrate that the approach, experience, and design for the proposed project will allow the project's successful development and delivery.

One original (bound) and three (3) copies of the proposal shall be submitted.

To expedite the evaluation of Qualifications, submittals should be no more than ten pages, not including front & back covers.

EVALUATION CRITERIA

Qualifications will be judged according to the following criteria:

- Respondent experience and ability to carry out the project within a reasonable timeline.
- Experience of firm with similar projects
- Project approach
- Cost

Design Process and Deliverables

1. The consultant shall coordinate with pertinent regulatory agencies, stakeholders, material and equipment suppliers, etc.
2. The consultant shall conduct all field, topographic & utility surveys and prepare all geotechnical studies & reports.
3. The consultant shall produce 85% plan sets as well as 100% submittal packages for Owner review.
4. The Consultant shall prepare final construction drawings, specifications, bid documents and provide services during construction. Final plans shall be plotted electronically to PDF in 24"x36" size and shall be signed by the engineer in responsible charge licensed in the State of South Carolina, and ready for reproduction.
5. The Consultant will facilitate a Pre-Construction/Kickoff Meeting and provide site visits during construction over the duration of the project. These services are necessary in order to:
 - a) provide observations, supporting documentation and review contractor payment applications; and
 - b) provide to the Client and ourselves, a reasonable level of assurance that the work is in general compliance with the requirements of the Construction Contract Documents (CCD's)
6. The plans shall be drawn using AutoCAD, the most recent version.
7. The schedule of items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities.

5. Standard Terms and Conditions

The City of West Columbia (Owner) has the sole authority to select an Engineer/Designer

for this project and reserves the right to reject any and all Qualifications and to waive any informality or minor defects in Qualifications received. The Owner reserves the right to retain all Qualifications submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing Engineer/Designer of the conditions contained in this Request for Qualifications, unless clearly and specifically noted. The Owner will not pay for any information requested, nor is liable for any costs incurred by the Consultants in preparing and submitting Qualifications.

Consultant Indemnification

Consultant shall indemnify, defend and hold the City of West Columbia, their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Consultant's performance of the work contemplated by this RFQ. Submitting a response to this RFQ signifies that the Consultant is not covered under the Owner's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Consultant shall be fully responsible for such coverage. Consultant's obligation to indemnify shall survive expiration or termination of this RFQ and shall not be restricted to insurance proceeds, if any, received by the Owner and their officers, agents and employees

Intellectual Property

Any system or documents developed, produced, or provided in response to this RFQ, including any intellectual property discovered or developed by consultant in the course of performing or otherwise as a result of its work, shall become the sole property of the Owner unless explicitly stated otherwise in the RFQ response. The Consultant may retain copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this proposal. The Owner and the Consultant agree that to the extent permitted by law, until final approval by the Owner, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

Assignment

Consultant selection includes consideration of the merits of the firm/team. Assignment of the proposal is discouraged, and the Owner reserves the right to cancel the contract if the contract is assigned without Owner's written consent.

6. Owner's Right to Request Additional Information

Prior to contract award, the Owner must be assured that the selected vendor has all of the resources to successfully perform under the contract. This includes, but is not limited to, an adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the Owner is unable to assure itself of the Consultant's ability to perform, if awarded, the Owner has the option of requesting from

the Consultant any information deemed necessary to determine the Consultant's responsibility. If such information is required, the Consultant will be notified and will be permitted approximately seven business days to submit the information requested.

7.1 Failing to Comply with Submittal Instructions

Qualifications received after the identified due date and time or submitted by any other means than those expressly permitted by the RFQ will not be considered. The Proposal must be complete in all respects.

7.2. Owner's Right to Reject Qualifications

The Owner reserves the right to reject any and all Qualifications, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the Owner. It is also within the right of the Owner to reject responses that do not contain all elements and information requested in this RFQ. A proposal will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFQ requirements, which determination will be made by the Owner on a case-by- case basis.

7.3. Owner's Right to Amend or Cancel RFQ

The Owner reserves the right to amend or cancel this RFQ at any time. Any amendments must be made in writing prior to the RFQ closing date and time. By submitting a proposal, the Consultant shall be deemed to have accepted all terms and agreed to all requirements of the RFQ (including revisions/additions made in writing prior to the close of the RFQ whether or not such revision occurred prior to the time the Consultant submitted its Qualifications) unless expressly stated otherwise in the Consultant's Qualifications.

7.4. Cost for Preparing Qualifications

The cost for developing the proposal and participating in the RFQ process (including the protest process) is the sole responsibility of the Consultant. The Owner will not provide reimbursement for such costs.

7.5. Submitting a Qualification

The Consultant must submit three (3) **hard copies** not to exceed ten pages (not including front and back covers).

Hard copy qualifications should be submitted by no later than November 30, 2023, 4:00 PM to:

City of West Columbia, Attn: Tara Greenwood
200 N. 12th Street
West Columbia SC 29169

7.6. Revising, or Cancelling a Submitted Qualifications

In the event that an Engineer/Designer desires to revise or cancel a submitted qualification proposal, the Consultant must notify the Owner in writing of their intention to revise or cancel prior to the RFQ closing date and time. If the Engineer/Designer is submitting a revised qualifications proposal, the original proposal will be returned unopened to the Consultant. A revised qualifications proposal must be received by the Owner prior to the RFQ closing date and time.

8. General Business Requirements

This section contains general business requirements. By submitting a proposal, the Consultant is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Consultant's submitted pricing.

8.1. Standard Insurance Requirements

If awarded a contract, the Consultant shall procure and maintain insurance which shall protect the Consultant and the Owner (as an additional insured) from claims for bodily injury, property damage, or personal injury. The Consultant shall maintain the following insurance coverage with an insurance company licensed to do business in the State of South Carolina:

1. Workers Compensation: Insurance covering all employees meeting statutory limits in compliance with applicable State and Federal laws.

2. General and Automobile Liability:

Bodily injury, each occurrence	\$500,000.00
Bodily injury, aggregate	\$500,000.00
Property Damage	\$100,000.00
Business Auto Liability per occurrence	\$1,000,000.00

It shall be the responsibility of the Contractor and the Insurance Company to notify the Owner at least thirty (30) days prior to any cancellation or change in the policy.

9. Proposal Certification

By submitting a proposal, the Consultant understands and agrees to the following:

1. That this proposal constitutes an offer, which when accepted in writing by the Owner, and subject to the terms and conditions of such an acceptance, will constitute a valid and binding contract between the Consultant and the Owner; and
2. That the Consultant guarantees and certifies that all items included in the proposal meet or exceed any and all of the RFQ's identified specifications and requirements except as expressly stated otherwise in the Consultant's proposal; and
3. That the proposal submitted by the Consultant shall be valid and held open for a period of ninety (90) days from the final RFQ closing date and that the Consultant's

offer may be held open for a lengthier period of time subject to the Consultant's consent; and

4. That the Consultant's proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud.

5. That the provisions of the laws of South Carolina have not been violated and will not be violated in any respect.

10. Proposal Evaluation and Award

10.1. Proposal Evaluation

Upon close of the RFQ, qualifications will be reviewed by City of West Columbia to determine the proposers compliance with RFQ requirements.

10.2. Selection and Award

Upon completion of evaluation, the City of West Columbia will determine which, if any, proposal to award the contract.

10.3. Public Award Announcement

The award of a contract by the City of West Columbia will be communicated by a Notice of Award being published in the following:

City of West Columbia website: www.westcolumbiasc.gov

11. Assignability

The Consultant may not assign this agreement or any of its rights or responsibilities hereunder without prior written consent from the Owner.

12. Default and Termination

Failure of the Consultant to comply with the provisions of the contract documents shall constitute default thereof. The Owner shall give the contract written notice of any default; the Consultant shall have fifteen (15) calendar days from the receipt of such written notice to cure the default. Upon failure or refusal of the Consultant to cure any such default, the Owner shall have the right to terminate this agreement and undertake such legal and other proceedings, in law or equity, and to seek recovery of such damages, as may be allowed by law, including, but not limited to, reasonable attorney fees and costs.