

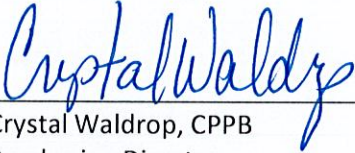
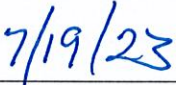
July 19, 2023
Newberry County
Purchasing Department

ADDENDUM ONE
Request for Proposal No.: 2023-16
Construction Management Services for Capital Project Sales Tax (2022 CPST)

The following shall be incorporated as part of the solicitation.

1. The County, at its sole discretion, may choose to contract with more than one firm for any of the projects.
2. The amount on the 2022 Referendum for the CPST projects is approximately \$35,250,00 for all the projects listed on the ballot. The following projects will be included in this solicitation for these services listed in this request for proposal:
 - Newberry County Public Safety Complex \$7,750,000
 - Improvements to the Town of Prosperity parks \$3,150,000
 - Newberry Co. Detention Center cell block \$8,000,000
 - Improvements to Lt. Mtn. Reunion Park \$2,015,825
 - Downtown Newberry Amphitheater \$3,650,000
 - Old Gallman School Renovations \$1,450,000
 - Town of Pomaria comm. center improvements \$ 671,745
 - Town of Whitmire gym improvements \$ 800,000
3. At this time, it has not been decided by County Council how the projects will be funded; either through a bonded amount, allowing all of them to begin at once, or if it will be “pay as you go”, which will allow them to begin in the order of the ballot listing. “Pay as you go” method will only allow each project to begin once funds have been collected and completed prior to beginning the next project. All funds will need to be collected before a project can begin.
4. The amounts listed above for each project are firm; additional funding of the projects due to cost overruns will not be provided by the County of Newberry. The amounts shall include all related expenses, including, but not limited to, A/E services, construction management and the construction of the projects.
5. Fees from Construction Management Services: Submittals for this solicitation shall include the firm’s hourly rate for these services. Once a selection has been made, the County may decide to negotiate a “not to exceed” cost for each of the projects listed in this solicitation.
6. The County does not have a preference for the type of project management software used by firms.

7. The County, and other entities who have funded projects, will rely on the construction manager to be the liaison with the general contractor. The CM will not be required to provide any design or drafting services. Shop drawings and approvals for materials of any kind will be the responsibility of the architectural firm. The Construction manager will need to be involved as a representative of Newberry County to ensure there are no unforeseen issues with decisions of the architect or engineers.
8. The project manager, or construction manager will need to make visits to the site for each project based on the complexity of the milestones in each phase of the construction. At a minimum for each project, the expectation for site visits shall be twice per week; however, discussion of these expectations will be done per project with the awarded firm.
9. Under the section for the CM's requirements, responsibilities, and services: reference to those individuals who are employed by the architect, engineer, or general contractor shall be licensed according to the requirements of the State of SC. It is not a requirement for all individuals employed to be certified by the State of SC LLR. It is required to provide documentation that the firm submitting a response to the CM services be licensed.
10. The Construction Manager will assist the County with review and approval of pay applications to the general contractor.
11. An amended proposal document is included in this Addendum for clarification of certain sections of the scope of services for the administration of the construction contract. No other content has changed in the solicitation.

Crystal Waldrop, CPPB Date
Purchasing Director

**Request for Proposal #2023-16
Construction Management**

**Construction Management Services for the Capital Project Sales Tax (CPST)
Projects**

June 28, 2023



County of Newberry

Issued on behalf of: NEWBERRY COUNTY PURCHASING DEPARTMENT

**Department of Procurement
Crystal Waldrop, CPPB – Purchasing Director
Newberry County Courthouse Annex
1309 College Street/ PO Box 156
Newberry, SC 29108**

Web Site Address: www.newberrycounty.net/departments/purchasing

Submission Deadline

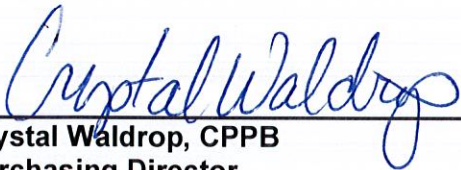
Day/Date: **July 26, 2023**
Time: **3:00 PM, local time**
Location/Mail Address: **Newberry County Courthouse Annex Conference Room,
1309 College Street, Newberry, SC 29108**

Sealed written Responses shall be received by the County of Newberry, no later than the date, time and at the location indicated above. Submittal of response by email or fax is not acceptable. An original and three (3) copies of your proposal are to be delivered to: 1309 College Street, Newberry, SC 29108. It is the sole responsibility of the proposer to ensure the submittals are received on or before the date and time stated, and in the format stated. Proposals received after this deadline will not be considered.

SECTION I - RFP SCHEDULE

| | |
|---|-----------------|
| Last day for questions | July 18, 2023 |
| PROPOSAL DUE (Prior to 3:00 PM) | July 26, 2023 |
| County Council Recommendation (estimated) | August 16, 2023 |

Upon approval from Council to negotiate, negotiations will begin with first ranked firm. Should the County be unable to negotiate a satisfactory contract with the first ranked firm, at a price the County determines to be fair, competitive and reasonable, the negotiations with that firm will be formally terminated. The County shall then undertake negotiations with the second-ranked firm. If those negotiations fail, the County will undertake negotiations with the third ranked firm. The County reserves the right to award a contract to more than one construction manager if it is in the County's best interest.



**Crystal Waldrop, CPPB
Purchasing Director**

SECTION II -INTRODUCTION TO REQUEST FOR QUALIFICATIONS

01. The County of Newberry, SC ("County"), through its Department of Procurement invites proposals that offer to provide Construction Management Services (CM) for seven (7) of the CPST Projects, presented on the 2022 General Election Ballot. These services are described in greater detail in Section III: "*Scope of Services.*"

02. **INFORMATION OR CLARIFICATION**
For information concerning procedures for responding to this RFP, technical specifications, etc., may be directed to the Purchasing Director by the deadline stated in the RFP Schedule. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in Scope or conditions shall be permitted, except by written addendum. The submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

03. **ELIGIBILITY**
 - 03.1 Proposers will be required to possess credentials from the State of South Carolina, certifying that both the firm and the individual are currently in good standing as a registered construction manager with the South Carolina LLR.

 - 03.2 To be eligible to respond to this Request for Proposal, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFP.

 - 03.3 Proposer must include as a part of the RFP submittal sufficient documentation, client references, and qualifications to support their ability and experience to perform the services requested in the RFP.

04. **INTERPRETATION OF SOLICITATION DOCUMENTS:**
Only the interpretation or correction so given by the Purchasing Director, County of Newberry or her designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.

SECTION III - SPECIAL CONDITIONS

01. VARIANCES

While the County allows responders to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

02. RFP DOCUMENTS

The CM shall examine this RFP carefully, failure to be familiar with any of the requirements will not relieve the CM from liability and obligations under the Contract.

03. PROPOSERS' COSTS

The County shall not be liable for any costs incurred by proposers in responding to this RFP.

04. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

05. FAMILIARITY WITH LAWS

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

06. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated and budgeted for this project.

07. AWARD

A Contract (the "Contract" or "Agreement") will be awarded by the County Council. The County reserves the right to execute or not execute, as applicable, contract(s) with the CM(s) that is determined to be in the County's best interests. Such contracts will be furnished by the County and contain certain terms as are in the County's best interests.

The County of County of Newberry will be the sole judge in determining if the services proposed and qualifications meet our requirements. The County reserves the right to award to that proposer which will best serve the interest of the County as determined by the County. The County further reserves the right to waive minor variations to the specifications and in the solicitation procedure, along with rejecting any/all responders.

08. REIMBURSABLES

Direct non-salary expenses, entitled reimbursables, directly attributable to the Project, for any additional work outside of the original scope of services requested and approved by the County, will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CM and the CM's employees directly attributable to the Project. CM shall be compensated for reimbursables associated with a particular Task Order for **additional services** only up to the amount allocated for such Task Order.

09. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

CM agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.

10. MODIFICATION OF SERVICES (Deletions / Additions)

The County reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the CM shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the CM and the County agree on modifications or revisions to the task elements, after the County has approved work to begin on a particular task or project, and a budget has been established for that task or project, the CM will submit a revised budget to the County for approval prior to proceeding with the work.

The County may require additional items/duties of a similar nature, but not specifically listed in the contract. The CM agrees to provide such items/duties and shall provide the County prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items from other vendors.

11. SUBCONTRACTING

In the event subcontracting is considered, each sub-CM candidate shall be promptly reported to the County with enough detail to allow the County to properly review the proposed candidate. The County reserves the right to approve or disapprove any sub-CM candidate in its best interest. The County also reserves the right to require CM to replace sub-CM with one acceptable to the County.

CM shall ensure that all of CM's sub-CMs perform in accordance with the terms and conditions of this Contract. CM shall be fully responsible for all of CM's sub-CMs' performance, and liable for any of CM's sub-CMs' non-performance and all of CM's sub-CMs' acts and omissions. CM shall indemnify and hold harmless the County and the County's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of CM's sub-CMs for payment for work performed for the County.

12. INSURANCE

CM shall provide and shall require all of its sub-CMs and sub-CMs to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including professional liability insurance, workers' compensation insurance, comprehensive general or commercial liability insurance, business automobile liability insurance, and employer's liability insurance as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of South Carolina and having agents upon whom service of process may be made in the State of South Carolina. CM shall specifically protect CM and the County Council by naming County as additional insureds under the comprehensive liability and automobile liability insurance policy hereinafter described. In addition, CM must provide employer's liability coverage with a limit of no less than One Million Dollars (\$1,000,000.00) for each accident or claim:

A. Workers' Compensation Insurance to apply for all principles and employees in compliance with the "Workers' Compensation Law" of the State of South Carolina and all applicable Federal laws, for the benefit of the CM's employees.

B. The CM shall provide the Purchasing Director for Newberry County with an original Certificate of Insurance, listing Newberry County as the Certificate Holder as well as an additional insured on the General Liability Coverage. All certificates shall state that the County shall be given thirty (30) days' notice prior to expiration or cancellation of the policy. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the COUNTY, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies

provided under Article 11 shall not be affected by any other policy of insurance, which the COUNTY may carry in its own name.

D. CM shall as a condition precedent of this Agreement, furnish to the County of Newberry, c/o Purchasing Department, PO Box 156, Newberry, SC 29108, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

COMMERCIAL GENERAL LIABILITY

- A. Limits of Liability
 - Bodily Injury and Property Combined Single Limit
 - Each Occurrence \$1,000,000
 - General Aggregate Limit \$2,000,000
 - Personal Injury \$1,000,000
 - Products/Completed Operations \$1,000,000

- B. Endorsements Required
 - County of Newberry included as an Additional Insured
 - Employees included as insured
 - Contractual Liability
 - Waiver of Subrogation
 - Premises/ Operations

AUTOMOBILE BUSINESS

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability Combined Single Limit
 - Any Auto
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$1,000,000

- B. Endorsements Required
 - County of Newberry included as an Additional Insured
 - Employees included as insured
 - Waiver of Subrogation

WORKERS' COMPENSATION

Limits of Liability - Statutory-State of South Carolina
All vendors must provide proof of worker's comp coverage, regardless of number of employees

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

- Combined Single Limit
- Each Occurrence \$1,000,000
- General Aggregate Limit \$1,000,000
- Deductible- not to exceed 10%

The County is required to be named as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CM.

Compliance with the foregoing requirements shall not relieve the CM of his liability and obligation under this section or under any other section of this Agreement.

The CM shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Projects. If insurance certificates are scheduled to expire during the contractual period, the CM shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the County shall:

- A) Suspend the Agreement until such time as the new or renewed certificates are received by the County.
- B) The County may, at its sole discretion, terminate the Agreement for cause and seek damages from the CM in conjunction with the violation of the terms and conditions of the Agreement.

13. INSURANCE - SUBCMS

CM shall require all of its sub-CMs to provide the aforementioned coverage as well as any other coverage that the CM may consider necessary, and any deficiency in the coverage or policy limits of said sub-CMs will be the sole responsibility of the CM.

14. ANTI-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

15. RELATED EXPENSES/TRAVEL EXPENSES

All related expenses chargeable to the County, such as supplies, printing, binders, etc. shall be passed through at CM's cost. Related expenses shall not include any postage, telephone toll charges, or other charges incurred in the normal course of business.

No costs for travel, meals, or accommodation shall be charged to the County for travel within the county.

CM shall provide, if required by the County, documentation of all actual travel or related costs.

SECTION III - SCOPE OF SERVICES

Newberry County is soliciting proposals inviting professional, licensed, general contractors, engineering and/or Architect/Engineering firms with Construction Management experience to submit their qualifications and experience to provide **Construction Management Services** during the construction of the Capital Project Sales Taxes, listed in this solicitation within the County of Newberry. The work to be accomplished under this contract will include, but not be limited to, managing the construction of listed projects, to provide an overall CPST schedule of projects to include review of design drawings at each submittal level, review cost estimates, develop value engineering options with design firm, assistance with bid documents prior to bid, assistance with bid evaluations, administration and contract award recommendations, contract administration and inspection support during construction activities, daily/weekly/monthly site visits on all projects, along with attendance and administration of site visits, perform schedule updates on each projects, and conducting substantial completion inspections and project closeouts.

As such, some or all of the following staff disciplines may be necessary for the successful candidate to provide Construction Management services for this project:

- Civil Engineer
- Landscape Architect/Engineer
- Electrical Engineer
- Structural Engineer
- Architect and Engineer Estimating Services
- Environmental Engineer

The selected firm(s) will report directly to the County Administrator, or his designee, and be responsible for working in cooperation with the County, its employees for each specific project, and project stakeholders for individual projects listed on the ballot. The construction management services will also include management and scheduling of all projects, as well as inspection services as required. The firm will advise the County on the most effective way to implement the overall program in terms of time and cost control, value engineering, inspection, quality control program and safety.

The selected firm(s), in coordination with County staff, will be responsible for constructability review as stated above, bidding and establishment of construction schedules. The selected firm(s) will review monthly cash draw projections, monitor monthly construction-related expenditures and provide coordination between active construction projects in the same or adjacent areas.

The chosen CM will assist the County and stakeholders, for each project, in the selection of architectural/engineering firms for each project. Responses have been received for the projects and have been placed into three groups.

All of the following duties apply to all of the CPST Projects and may include, but not necessarily be limited to:

CM's Requirements, Responsibilities & Services

- The CM will act as the Owners representative and agent relative to the entirety of all the Projects.
- The CM shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner.
- The CM will be required to possess credentials from the State of South Carolina, certifying that both the firm and the individual are currently in good standing as either a licensed Architect or Engineer or licensed general contractor by SC LLR. Additionally, the CM will be required to demonstrate that the firm and the individual have successfully completed services similar to those specified in this Exhibit.

Pre-Construction Phase

- Among the Primary Pre-construction duties of the CM will be the providing and/or coordination of services to the owners and all key individuals in each of the various projects within the County and the municipalities that are included in these projects. This will include contacting the County of Newberry stakeholders for the Public Safety Complex, the Downtown Amphitheater (joint project with the City of Newberry), Town of Prosperity Manager, the Mayor of Whitmire, Little Mountain and the town of Pomaria, and the Gallman School Thriving Communities Foundation, insuring that they are kept informed of their projects and the progress at all times. Additionally, it shall be the responsibility of the CM to keep the County apprised of any issues and/or concerns raised by these individuals.
- The CM may be required to provide supplementary design and/or drafting services if so, requested by the owner. When requested by the owner, this supplementary design and/or drafting service will be in support of the original project.
- The CM shall review the CPST Project information, passed on the Capital Project Sales Tax Referendum in November 2022 furnished by the Owner to ascertain the requirements of the Projects and shall arrive at a mutual understanding of such requirements with the Owner/Stakeholders.
- The CM shall provide a preliminary evaluation of the Owner's program, including the Project scope and design, as well as the schedule and construction budget requirements, each in terms of the other, for all projects, except those that are specifically excluded from this solicitation.
- The CM shall expeditiously review construction documents and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The CM shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.
- The CM shall prepare and periodically update a Project Schedule for the Owner's acceptance for each project. In the Project Schedule, the CM shall coordinate and integrate the CM's services, the Architect/Engineer's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.
- The CM shall advise the Owner and Architect/Engineer if it appears that the Construction Cost may exceed the approved Project budget and make recommendations for corrective action.

- The CM shall consult with the Owner and Architect/Engineer regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.
- The CM shall provide recommendations and information to the Owner and Architect/Engineer regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for use of the CM.
- The CM shall prepare a Project construction schedule providing for the components of the Work, including phasing of construction, times of commencement and completion required of CM, ordering and delivery of products requiring long lead time, and the occupancy requirements of the Owner.
- The CM shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special CMs and testing laboratories required for the Projects, if these services are needed outside of existing contracts.
- The CM shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Sub-CMs and material suppliers proposed by CMs for each project.
- The CM shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the CM. The CM shall verify that the Owner has paid applicable fees and assessments. The CM shall assist the Owner and Architect/Engineer in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Projects.

Construction Phase - Administration of the Construction Contract

- The Construction Phase will commence with the award of the initial Construction Contract or purchase order and, together with the CM's obligation to provide Basic Services under this Agreement, will end 60 days after final payment to CM is due.
- The CM will be responsible for insuring that required, updated, information and schedules with respect to the progress of the projects is disseminated to the residents, business and property owners, and other shareholders, so that they are made aware of any impact that the projects may have upon their daily operations.
- The CM shall provide administration of the Contracts for Construction in cooperation with the Architect/Engineer as set forth below.
- The CM shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the CM and with those of the GC, the Owner and the Architect/Engineer to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contract Documents.
- The CM shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The CM shall prepare and promptly distribute minutes to the Owner, Architect/Engineer and GC.
- Utilizing pre-construction Schedules provided by the CM, the GC shall update the Project construction schedule incorporating the activities of the CM on the Projects, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time and procurement. The project construction schedule shall include the Owner's occupancy requirements showing portions of the project having occupancy

priority. The GC shall update and reissue the project construction schedule as required to show current conditions. If an update indicates that the previously approved project construction schedule may not be met, the CM shall recommend corrective action to the Owner and Architect/Engineer.

- Consistent with the various bidding documents, and utilizing information from the GCs, the CM shall coordinate the sequence of construction and assignment of space in areas where the GC is performing work.
- The CM shall endeavor to obtain satisfactory performance from the GC. The CM shall recommend courses of action to the Owner when the requirements of a Contract are not being fulfilled.
- The CM shall monitor the approved estimate of construction costs. The CM shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimates.
- The CM shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect/Engineer as to variances between actual and budgeted or estimated costs.
- The CM shall maintain accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records.
- Based on the CM's observations and evaluations of GC Application for Payment, the CM shall review and certify the amounts due the GC.
- The CM's certification for payment shall constitute a representation to the Owner, based on the CM's determinations at the site, and on the data comprising the GC's applications for payment, that, to the best of the CM's knowledge and information, the work has progressed to the point indicated and the quality of the work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the contract documents correctable prior to completion and to specific qualifications expressed by the CM. The issuance of a certificate for payment shall further constitute a representation that the GC is entitled to payment in the amount certified.
- The CM will monitor the development of "As-Built" documents and confirm that updates are made prior to recommending approval for GC's application for payment.
- The CM shall determine in general that the work of the GC is being performed in accordance with the requirements of the contract documents, endeavoring to guard the Owner against defects and deficiencies in the work. As appropriate, the CM shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. The CM, in consultation with the Architect/Engineer, may reject work which does not conform to the requirements of the contract documents.
- With respect to the GC's own Work, the CM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the GC, since these are solely the GC's responsibility under the contract for construction. The CM shall not have control over or charge of acts or omissions of the CMs, sub-CMs, or their agents or employees, or any other persons performing portions of the work not directly employed by the CM.
- The CM shall in a timely manner transmit to the Architect/Engineer requests for interpretations of the meaning and intent of the drawings and specifications and assist in the resolution of questions that may arise.

- The CM shall review request for changes, assist in negotiating general contractor's (GC) proposals, submit recommendations to the Architect/Engineer and Owner, and, if they are accepted, prepare change orders and construction change directives which incorporate the Architect/Engineer's modifications to the documents.
- The CM shall assist the Architect/Engineer in the review, evaluation, and documentation of claims.
- The CM will maintain and distribute all project related documentation including logs, action items, shop drawings and logs, change order logs, and overall Project files, including hard copies of all relative correspondence.
- The CM shall receive certificates of insurance from the GC and forward them to the Owner with a copy to the Architect/Engineer.
- In collaboration with the Architect/Engineer and the Owner, the CM shall establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples, and other submittals. The CM shall review all shop drawings, product data, samples, and other submittals from the GC. The CM shall coordinate submittals with information contained in related documents and transmit to the Architect/Engineer those which have been approved by the CM. The CM's actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the Owner or GCs.
- The CM shall record the progress of the Project. The CM shall submit written progress reports to the Owner and Architect/Engineer including information on GC's work, as well as the entire project, showing percentages of completion. The CM shall keep a daily log containing a record of weather, each GC's Work on the site, number of workers, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the Owner may require.
- The CM will monitor and ensure that the GC obtains all required governmental and regulatory inspections and approvals.
- The GC shall maintain at the project site for the Owner one record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved shop drawings, product data, samples and similar required submittals. The CM shall maintain records in duplicate, of principal building layouts lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The GC shall make all such records available to the Architect/Engineer and upon completion of the Project shall deliver them to the Owner.
- The CM shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.
- The CM will coordinate, along with the GC, the installation of all Owner-purchased materials, systems, and equipment that are part of the project.
- With the Architect/Engineer and the Owner's maintenance personnel, the CM shall observe the CM's final testing and start-up of utilities, operational systems, and equipment.
- When the CM considers CM's Work or a designated portion thereof substantially complete, the CM shall, jointly with the CM, prepare for the Architect/Engineer a list of incomplete or unsatisfactory items and a schedule for their completion. The CM shall assist the Architect/Engineer in conducting inspections to determine whether the work or designated portion thereof is substantially complete.
- The CM shall coordinate the correction and completion of the work. Following issuance of a certificate of substantial completion of the work or a designated portion thereof, the CM shall evaluate the

completion of the work of the GC and make recommendations to the Architect/Engineer when work is ready for final inspection. The CM shall assist the Architect/Engineer in conducting final inspections.

- The CM shall secure and transmit to the Architect/Engineer warranties and similar submittals required by the contract documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The CM shall forward to the Architect/Engineer a final project application for payment upon compliance with the requirements of the contract documents.
- Duties, responsibilities, and limitations of authority of the CM as set forth in the contract documents shall not be restricted, modified or extended without written consent of the Owner. Consent shall not be unreasonably withheld.

Post Construction Phase

- The CM will be responsible for ensuring that all closeout documentation required from the residents, business and property owners, and other shareholders, such as releases, approvals, and acknowledgements, have been obtained and recorded.
- The CM will secure and transmit all Project related files to the owner.
- The CM, if requested, will assist the Owner with FF&E and other utility installation and move-in coordination.
- The CM will assist the Owner with the submittal of any warranty claims within the first year after construction has been completed.
- Upon completion of the Project, the CM will issue a report identifying any issues which may need to be corrected on future projects.

-- END OF SECTION --

SECTION IV - SUBMITTAL REQUIREMENTS

INSTRUCTIONS FOR SUBMITTING A RESPONSE

The following information and documents are requested to be provided with CMs response to this RFQ. Failure to submit complete responses may affect your overall score or may deem your response non-responsive.

3.1 Submission Requirements

Proposals shall be submitted and received at or before 3:00 P.M., local, on date indicated in schedule. An original and three (3) copies of your response are to be delivered to: Newberry County, Courthouse Annex Conference Room, 1309 College Street, Newberry SC 29108. It is the sole responsibility of the CM to ensure their responses are received on or before the date and time stated, and in the format stated. Proposals submitted after this deadline will not be evaluated.

A. CONTENTS OF QUALIFICATION STATEMENT / SUBMITTALS:

The selected CM should demonstrate a proven track record of **Construction Management Services** for similar projects, and should demonstrate a thorough understanding of building practices, building ordinances and modern methods for building construction, alteration, and repair.

Submittals should be indexed and submitted in the order listed. Submittals that do not contain such documentation may receive unfavorable scores or may be deemed non-responsive.

1. Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

2. Proposal Letter / Letter of Interest

Provide a Letter of Interest indicating the project for which the firm is applying, and your firm's commitment to the project.

3. Qualifications of the Firm

Respondents should submit and provide any other documentation that demonstrates their ability to satisfy all the minimum qualification requirements. Firm shall be established as a legal entity in the State of South Carolina; document if your firm is a minority or woman owned business (if applicable); company address, phone number, fax number, E-Mail address, web site, contact person(s), relative size of the firm, including management, technical and support staff; licenses and any other pertinent information should be submitted.

4. Qualifications of the Project Team

List the members of the project team. Provide a list of the personnel to be used on each project and their qualifications. A brief resume including education, experience, licenses, and any other pertinent information should be included for each team member, for each project, including sub-CMs to be assigned to each project. Provide any other documentation that demonstrates their ability to satisfy all the minimum qualification requirements.

Project Manager's Experience

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project construction managers for the County. Individuals should have a minimum of five (5) years' experience in required discipline and should have served as project manager/CM on similar projects on a minimum of three previous occasions.

5. **Approach to Scope of Work**
Provide in concise narrative form, your understanding of the County's needs, goals, and objectives as they relate to each of the projects, and overall approach to accomplishing the projects. Give an overview of the proposed vision, ideas and methodology. Describe proposed approach to the project. Also, provide information on the firm's current workload and how these projects will fit into the current workload. Describe available facilities, technological capabilities and other available resources offered for the projects.
6. **References**
A minimum of three references are required; should be for projects with similar scope as indicated. Information should include:
* Client Name, address, contact person phone number and e-mail (e-mail will be the primary means to contact them) - BE SURE TO PROVIDE E-MAIL ADDRESSES.
* Description of work.
* Year the project was completed budgets and other information related to the reference.
7. **Sample Insurance Certificate**
Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.
8. **Sub-CMs**
CM must clearly reflect in its submittal any sub-CMs proposed to be utilized along with a summary of their background and qualifications. The County retains the right to accept or reject any sub-CMs proposed.
9. **CM Fees**
Provide a preliminary percentage fee based on estimated construction costs, provided in the Capital Project Sales Tax Master Plan, generated by Alliance Consulting Engineers, and incorporated into this solicitation as Exhibit A. The CM services will be paid based on the actual bid amount at the rate indicated in the response to this RFP.

A spreadsheet, Exhibit B, is also included in this solicitation that reflects the actual ballot amount, A/E fees and the estimated construction costs, provided by Alliance Consulting Engineers.

SECTION V - EVALUATION/SELECTION PROCESS

A selection and evaluation committee consisting of County staff will review each submission for compliance with the submission requirements of the RFQ, including verifying that each submission includes all documents required. In addition, the Committee will ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFQ. The CM shall furnish the County such additional information as the County may reasonably require.

The committee will score and rank all responsive proposals. The Committee may shortlist firms and conduct interviews with those firms, either personally or via telephone for final recommendation ranking. The County will not be liable for any costs incurred by the CM in connection with such presentation.

The Evaluation Committee shall present their recommendation to the County Council in rank order the response or responses of which the Evaluation Committee deems to be in the best interest of the County. The Newberry County Council shall be the ultimate deciding authority.

EVALUATION CRITERIA

Responses shall be evaluated based upon the following criteria and weight:

| <u>CRITERIA</u> | <u>PERCENTAGE</u> |
|---|-------------------|
| Qualifications of firm: To include years of experience, licenses, Insurance, other pertinent information | 25 |
| Qualification of Project Team: To include personnel for the project, project manager, sub-CMs | 25 |
| Approach to Scope of Work | 10 |
| Previous Similar Projects; References | 15 |
| Fee Schedule | 25 |
| TOTAL | 100 % |

- End -