

**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](http://www.newberrycounty.net/departments/purchasing)**

**Submission Deadline**

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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.



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**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 CM, 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 CM.
- Utilizing the Construction Schedules provided by the CM, the CM 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 CM 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 CMs, the CM shall coordinate the sequence of construction and assignment of space in areas where the CM is performing work.
- The CM shall endeavor to obtain satisfactory performance from the CM. 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 CM Application for Payment, the CM shall review and certify the amounts due the CM.
- 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 CMs' 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 CM 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 CM's application for payment.
- The CM shall determine in general that the work of the CM 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 CM'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 CM, since these are solely the CM'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 CM's 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 CM 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 CM. 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 CMs.
- 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 CM'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 CM'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 CM obtains all required governmental and regulatory inspections and approvals.
- The CM 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 CM 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 CM, 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 CM 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, County CM, Architect/Engineer and CMs. 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>
<b>Qualifications of firm:</b> To include years of experience, licenses, Insurance, other pertinent information	25
<b>Qualification of Project Team:</b> To include personnel for the project, project manager, sub-CMs	25
<b>Approach to Scope of Work</b>	10
<b>Previous Similar Projects; References</b>	15
<b>Fee Schedule</b>	25
<b>TOTAL</b>	<b>100 %</b>

- End -