



**Purchasing Department  
113 Mable T. Willis Blvd.  
Walterboro, SC 29488  
843.782.0504**

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RFQ: CC-34  
DESIGN-BUILD SERVICES FOR THE  
COLLETON COUNTY FOOD ASSISTANCE FACILITY

Due: Tuesday, September 21, 2021 @ 11:00am

MAIL OR DELIVER RESPONSE TO:

Capital Projects  
Attn: Johnny Stieglitz  
31 Klein Street, 2nd Floor Room 209  
Walterboro, SC 29488

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## A. OVERVIEW

Colleton County, South Carolina (the "**County**") is seeking qualified, licensed firms or contractors to provide architectural/engineering, and construction services for the Colleton County Food Assistance Facility located at 442 E. Washington Street, Walterboro SC, 29488. These services may include, but are not limited to, design/engineering plans, specifications, cost estimates, permitting, and construction.

The qualified firm or contractor must include all sub-consultants required to provide a complete set of plans, specifications, and construction for the project (unless specified otherwise). The sub-consultants may include, but are not limited to, structural, mechanical, electrical, landscaping, civil, survey, geotechnical services, construction administration, general contractor, and sub-contractor services.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or its entirety offers received as a result of this request is deemed to be in the best interest of the County to do so.

All documentation associated with this solicitation is located on the Colleton County website at: <http://www.colletoncounty.org/bids-and-proposal-requests>. **Questions regarding this solicitation must be emailed to Johnny Stieglitz, Capital Projects at [jstieglitz@colletoncounty.org](mailto:jstieglitz@colletoncounty.org) no later than 11:00am on Thursday, September 2, 2021.** Answers to all questions will be posted on the Colleton County website as addendums to this RFQ.

## B. METHOD OF PROCUREMENT

This is a qualifications-based selection. Award will be given to the most responsible, responsive, and highly qualified firm or contractor ranked by the selection committee. Firms and contractors are advised that this evaluation and selection process is a competition and not simply a prequalification. The general scope of services is outlined below.

The County intends to award the contract to a single firm or contractor. Upon successful negotiation of fees, contract terms, and subject to final approval by Colleton County Council, a contract will be executed for the requested services.

## C. GENERAL SCOPE OF SERVICES

Colleton County is seeking architectural/engineering, and construction services from a qualified, licensed firm or contractor to design-build, renovate the existing facility located at 442 E. Washington Street in Walterboro. The construction area consists of an approximate 3,900SF facility and shall include parking and loading/unloading space, new restrooms, walk-in coolers and freezers, food packaging areas, dishwashing room, exterior side canopy, and dumpster enclosure. New site work to include curb and gutter, DOT encroachment improvements, underground electrical service, natural gas service, underground network service, and any needed new water and wastewater connections. The site location may require a SCDOT encroachment, which will be incorporated into the design and construction of the project.

The building has structural wall issues that have been evaluated by a licensed engineer (see the attached report). The proposer shall consider this as part of their submission and will be responsible for implementing the engineer's recommendation for remediation of the structural walls.

The budget for this project is \$350,000.00 to include the engineer's remediation plan, building renovation/up-fit all site work, all listed equipment, and any needed infrastructure required to complete the project.

The following items should be addressed when preparing your proposal:

- SCDHEC Approved food facility with all the required finishes.
- Remodel of a single-story facility of approximately 3,900SF. Wood frame construction or metal construction is at the team's discretion allowing for the best cost-saving approach.
- Building Insulation. Full package to include all interior walls.
- Electrical-all aspects, to include new service sized to facility needs, network, security & TV outlets inside and outside.
- Full facility Generac Generator & transfer switch. To include all conduits and installation.
- Install natural gas for the generator
- HVAC for the entire facility
- Office, food preparation room, food storage room(s), walk-in coolers and freezers, restrooms, kitchen.
- Prep for washer & dryer. (Equipment will be provided by the owner)
- New side entrances include loading spaces.
- Loading canopy (full length) of the side of the building.
- New front entrance canopy and bench seating.
- Replacement of all front windows, doors, and associated framing. This must meet the City of Waltherboro Code of Ordinances.
- Exterior building-mounted lighting.
- Design of a SCDOT encroachment
- All permitting is the responsibility of the Proposer.
- The entire building shall include exterior block seal coating and exterior painting.
- All interior painting and finishes.
- Walk-in coolers and freezers are to be provided by the proposer.
- Commercial 450lb ice machine to be provided by the proposer.
- All kitchen sinks and kitchen tables are to be provided by the proposer.
- As-built drawings. (digital)

Notable items:

- Roof work is not needed as a new roof has recently been installed.
- Food prep shelving and tables are not required by the proposer
- A Sprinkler system is not required.
- A cooking/exhaust hood is not required.

## D. SUBMITTAL FORMAT

The responding proposer shall submit **three (3) bound copies**, with one (1) being the original. Responses must be submitted in a sealed envelope/package containing the firm or contractor's name, solicitation name, and number.

The RFQ response must be submitted by the date and time listed in this RFQ. The response shall contain no more than twenty-five (25) double-spaced pages, typed on one side only. The required forms are not part of the twenty-five (25) pages. The minimum font size shall be 12-point. Responses should address each of the

following proposal content requirements in the same order as listed below. If a proposer does not submit responses to these items, their submittal may be considered non-responsive and returned without further review/evaluation. Proposers are advised that Colleton County reserves the right to conduct an independent investigation of any information, including prior experiences, identified in the responses. Proposers are responsible for effecting delivery by the deadline date and time; late submissions will be rejected without opening. Colleton County accepts no responsibility for misdirected or lost proposals. Responses shall be explained and identified within the twenty-five (25) pages.

The following is included in the 25-page RFQ response:

1. **Letter of Interest:** The Letter of Interest should be no longer than one (1) page and shall contain the following items:
  - a. An expression of the Proposers interest in being selected for the project.
  - b. A statement confirming the commitment of key personnel identified in the submittal to the extent necessary to meet Colleton County's quality and schedule expectations.
  - c. Provide the name of the Prime Firm Principal, Officer of the Firm, or Project Manager responsible for this contract and has authority to sign the contract for the Proposer.
  - d. A summary of key points regarding the Prime Firm's qualifications.
  - e. Current registration as a Professional Architectural and/or Engineering Firm and licensed General Contractor in the state of South Carolina.
  - f. Signing the letter of interest constitutes authorization of the Proposer to submit qualifications to negotiate and enter a contract with Colleton County.
  - g. Certification of the authorized submitter that information contained within is correct by including: "I certify that the information included within this document, is to the best of my knowledge, correct as of the date indicated".
2. **Project Organization Chart:** Limited to one (1) side of one sheet of paper. This chart must include the names of the key individuals selected for this project, their roles on the project, the names of the Firm or Company by which they are employed, and the lines of communication, to include functional structure, levels of management, and reporting relationships for Key Individuals, and major functions to be performed in managing and designing the project. It shall also indicate the people who will be points of contact with Colleton County's Project Manager.
3. **Qualifications for key individuals:** List all licenses and certifications for each individual. Also, provide current registration as a Professional Architectural and/or Engineering Firm and licensed General Contractor in the state of South Carolina.
4. **Project Approach:** Outline the proposer's approach and schedule for completing the specifications.
5. **Specific Qualifications:** Project experience directly applicable to Colleton County's architectural and/or engineering and construction needs that demonstrate a particular knowledge in and around the Lowcountry Region (Beaufort, Colleton, Hampton, and Jasper Counties). Those projects that relate specifically to the area and are the most current will carry the greatest weight. Project outlines should not exceed one page. Each project should include:
  - a. A brief description of the project work completed (including photos if available)
  - b. Project location
  - c. List client's budget and firms cost of the project
  - d. Client, client reference, and contact information

### REQUIRED FORMS

Include all required forms at the end of the submitted proposal as specified in the last section of this RFQ. *These forms are not part of the twenty-five (25) page limit.*

6. **Project Questions:** Responses to the questions below are required to be included in the response for the RFQ not to exceed 10 pages.

6. a. SPECIFIC PROJECT QUESTION - The following question must be answered as it pertains to each project that you would like to be considered for.

1. What are five major issues to be addressed in the development of this proposed facility as described in this document?

6. b. GENERAL PROJECT QUESTIONS

1. Provide an overview of your team's philosophy in the design and construction of a public building.
2. Describe the team's approach to maintenance considerations during the design and construction phases of a project.
3. Explain the team's procedures for document quality control and coordination of the various trades in the review of design documents and specifications.
4. Explain the management tools, techniques, and procedures the team uses to monitor and maintain the construction phase schedule.
5. Describe your approach to the collaboration with the County and the Design Team relative to project design and materials/systems research that will assure the functional, aesthetic, and quality requirements are satisfactorily addressed for the projects.
6. Describe your team's commitment to the success of the project and why you believe your assembled team is the best choice for this project.

## E. SELECTION PROCESS

The Colleton County selection committee will evaluate each proposal based on the stated selection criteria. The selection committee may select all, some, or none of the firms for interviews. The final ranking of firms and recommendation of the award will be presented to Colleton County Council for final approval.

Colleton County reserves the right to reject any or all qualifications and to waive defects, technicalities, and/or irregularities in any submittal. The County reserves the right to finalize a contract based on all factors involved in the written qualifications submitted without further discussion or interviews.

## F. SELECTION CRITERIA

The relative point value and selection criteria follow:

25%	Overall experience of the firm
25%	Ability, qualification, and experience of the project team
25%	Related experience on similar projects
25%	Ability to provide services requested

\* Note: In each criterion above where special experience is evaluated, each project listed should include the client name, the specific role of the team member for the firm, and a point of contact for the client with a telephone number and email address.

## G. INSTRUCTIONS TO FIRM

1. **ADDITIONAL INFORMATION:** Colleton County reserves the right to request or obtain additional information about any responses to the RFQ.
2. **AMENDMENT:** Any amendment will be posted on the Colleton County website in the form of an addendum. The RFQ may be amended at any time before the RFQ response submittal date. All actual or prospective firms should monitor Colleton County's website for issuance of addendums. Firms shall acknowledge receipt of any addendum to this RFQ by signing and returning the attached Addendum Acknowledgement form. If this RFQ is amended, then all terms and conditions which are not modified remain unchanged. It is the Firm's responsibility to check the website regularly for updates and modifications.
3. **AUDITS:** Before contract award, an audit may be conducted by Colleton County of the selected firm. This audit will be to ensure the selected firm is financially capable of performing the contract, the cost information and prices quoted are reasonable and the selected firm had adequate accounting practices to ensure accurate tracking of contract costs.
4. **AUTHORIZATION TO BEGIN WORK:** No work shall commence until after contract execution and issuance of a Notice to Proceed (NTP). Violations of NTP may result in non-payment of work performed, termination of an impending contract, or loss of federal funds, if applicable. The firm's billing shall not date before the contract and/or modification of execution date.
5. **AWARD:** The selected firm will be posted on Colleton County's website.
6. **CLARIFICATIONS:** Colleton County, at its sole discretion, shall have the right to seek clarifications from any Firm to fully understand the information contained in their responses to the RFQ.
7. **COMMUNICATION:** Effective the date of the advertisement of this contract, no further contact is allowed with any Colleton County personnel concerning this RFQ except for questions of an administrative or contractual nature that shall be submitted in writing to the attention of one of the Contract Officers. This restriction is in effect until the selection has been announced. The employees of the proposing firm may not contact any Colleton County staff including members of the Selection Committee, other than one of the Contract Officers to obtain information on the RFQ. Such contact may result in disqualification.
8. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.

9. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful offeror will be held responsible, therefore. Deviations must be explained in detail on a separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
10. DEBARMENT: By submitting a qualification package, the firm is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.
11. HOLD HARMLESS: All respondents to this RFQ shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this RFQ. The issuance of this RFQ constitutes only an invitation to present a proposal. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFQ. Colleton County also reserves the right to seek clarifications, to negotiate with any firm submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. CANCELLATION: If this RFQ is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this RFQ or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The RFQ is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this RFQ in their entirety except as amended or superseded within. This ordinance can be found at [https://www.municode.com/library/sc/colletoncounty/codes/code\\_of\\_ordinances](https://www.municode.com/library/sc/colletoncounty/codes/code_of_ordinances) under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. CONTRACT AWARD:
  - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Firm and the County.  
  
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
  - b. The successful Firm shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. CONTRACT ADMINISTRATION: Questions or problems arising after the award of an agreement shall be directed to the Procurement Manager via email to: [ksyfrett@colletoncounty.org](mailto:ksyfrett@colletoncounty.org). Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 113 Mable T. Willis Blvd, Walterboro, SC 29488.



## H. GENERAL CONTRACTUAL REQUIREMENTS

1. **ABANDONMENT OR DELAY:** If the work to be done under this contract shall be abandoned or delayed by the Firm, or if at any time the County shall believe and shall so certify in writing that work has been abandoned or delayed by the Firm, the County may annul the contract or any part thereof if the Firm fails to resolve the matter within thirty (30) days of written notice.
2. **FIRM'S COOPERATION:** The Firm shall maintain regular communications with the Project Manager and shall actively cooperate in all matters of this contract.
3. **RESPONSIBILITY:** The Firm shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any manner affecting the contract.
4. **NON-APPROPRIATION/SUBSTITUTION PERMITTED:** If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
5. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Firm hereby expressly agrees to indemnify and hold the County harmless against all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

The firm expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Firm, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement, and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Offeror's employees and any person, directly or indirectly employed by Firm (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, the Firm shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Firm's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not provide indemnity to the successful Firm. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. **FORCE MAJEURE:** The Firm shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Firm. Such causes may include but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Firm and subcontractor and without excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
7. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any sub-contractor.
8. **PUBLICITY RELEASES:** The Firm agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Firm shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. Concerning news releases, only the name of the County, type, and duration of any resulting agreement may be used and then only with prior approval of the County. The Firm also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
10. **ASSIGNMENT:** The Firm shall not assign in whole or in part any agreement resulting from this RFQ without the prior written consent of the County. The Firm shall not assign any money due or to become due to him under the said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Firm will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination because of race, color, religion, sex, national origin, or physical handicap.
12. **FAILURE TO DELIVER GOODS PER TERMS & CONDITIONS:** In case of failure to deliver goods per the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
13. **TERMINATION OF CONTRACT:** Subject to the provisions below, the contract may be terminated by Colleton County providing a thirty (30) days advance notice in writing is given to the Firm.
  - a. **Termination for Convenience:** If this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
  - b. **Termination for Cause:** Termination by the County for cause, default, or negligence on the part of the offeror shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.

- c. The County shall be obligated to reimburse the Offeror only for those services rendered before the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Firm, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

14. GOVERNING LAWS: Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
15. BONDS: Payment and Performance Bonds are not required for this RFQ.
16. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County under this contract shall belong exclusively to the County.
17. INSURANCE: Colleton County will require the following to remain in force at all times through the life of the contract:
- Professional Liability Insurance - Minimum \$1,000,000.00 Proof of in-force insurance must be provided in the response to the RFQ
  - Errors and Omissions Insurance - Minimum \$2,000,000.00 Proof of in-force insurance must be provided with each Contract for services.
  - Other insurances:
  - Workers' Compensation - \$100,000 – each accident
    - Statutory Coverage and Employer's - \$100,000 for each employee
    - Liability - \$500,000 – policy limit
    - Comprehensive General Liability -
      - \$2,000,000 – bodily injury each occurrence
      - \$1,000,000 – bodily injury aggregate
      - \$1,000,000 – property damage each occurrence
      - \$1,000,000 – property damage aggregate
    - Products-Completed Operations - \$1,000,000 – aggregate.
    - Business Auto Liability – Same as Comprehensive General Liability
    - Excess or Umbrella Liability - \$1,000,000

Colleton County will be named as an "additional insured" party.

## I. REQUIRED FORMS:

The following completed forms are required to be returned with each RFQ:

- Proposer's Submittal Form
- Certificate of Non-Collusion
- Certification of Primary Participant Regarding Debarment, Suspension, And Other Responsibility

Matters

- Certification of Proposer
- Disclosure of Potential Conflict of Interest Certification
- Drug-Free Workplace Certification
- Equal Employment Opportunity Certification
- Addendum Acknowledgement

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**RFQ: CC-34**  
**SUBMITTAL FORM & QUESTIONS**

In compliance with the above RFQ: CC-34, the undersigned hereby proposes to provide professional architectural/engineering and construction services for Colleton County-related projects per the instructions, terms, conditions, and requirements incorporated in the Request for Qualifications.

Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Proposer's Name and Title (type or print): \_\_\_\_\_

Proposer's Signature: \_\_\_\_\_

Email (type or print): \_\_\_\_\_

**QUESTIONS:**

1. The Proposer possesses a valid and current South Carolina license for the project or projects for which it intends to submit a proposal.

Circle one:     Yes     No

2. The Proposer has an insurance policy or policies with the prescribed limit(s) as specified in this document.

Circle one:     Yes     No

3. Has your South Carolina license been revoked at any time in the last five years?

Circle one:     Yes     No

4. Has there been any change in ownership at any time during the last three years?

Circle one:     Yes     No

**LICENSES**

5. List all South Carolina license numbers, classifications, and expiration dates held by your firm and sub-contractors. (Provide a copy of each license)

\_\_\_\_\_

6. If any of your firm's license(s) are held in the name of a corporation or partnership, the list below the names of the qualifying individual(s) listed on the SCLLR records who meet(s) the experience and examination requirements for each license.

\_\_\_\_\_

\_\_\_\_\_

7. Has your firm changed names or license numbers in the past five years?

Circle one:    Yes        No

8. Has any owner, partner, qualifying party, or (for corporations) officer of your firm operated an architectural, engineering, or construction firm under any other name in the last five years?

Circle one:    Yes        No

***NOTE: If "Yes," explain on a separate signed page, including the reason for the change. Provide a complete, separate questionnaire for the other firm.***

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions outlined in this solicitation and certify that I have signature authority to bind the company listed herein.

\_\_\_\_\_  
Name and Title (print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date



**CERTIFICATE OF NON-COLLUSION**

By submission of a proposal, each person signing on behalf of any consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The proposal is submitted without collusion, consultation, communication, or agreement to restrict competition, with any other bidder or with any competitor;
- 2) No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal to restrict competition.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Authorized Official/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2021

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**CERTIFICATION OF PRIMARY & SUB-CONSULTANT PARTICIPANTS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Proposer of, \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for a commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with a commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

If the prime Proposer is unable to certify any of the statements in this certification, the Proposer shall attach an explanation to this certification.

The Proposer \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Official/Title

A Registered Firm/Contractor with SAM's: Yes  No

Cage Code: \_\_\_\_\_

DUN's No.: \_\_\_\_\_





**COLLETON COUNTY**  
SOUTH CAROLINA  
**RFQ: CC-34**  
**CERTIFICATION FORM**

I hereby certify that I am the duly authorized representative of FIRM/COMPANY and that neither I nor the above FIRM/COMPANY I here represent has:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above FIRM) to solicit or secure this contract;
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above FIRM) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any);
- d) either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal.

By execution of this Agreement, FIRM/COMPANY certifies FIRM/COMPANY and all sub-firms, contractors, employees, and agents will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence the action of public employee - §8-13-790, 8-13-705, 8-13-720; (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

I acknowledge that this certificate is to be furnished to Colleton County, South Carolina, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Authorized Official/Title

\_\_\_\_\_  
Signature



**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION**

Firm hereby indicates that it has, to the best of its knowledge and belief has:

\_\_\_\_\_ Determined that no potential organizational conflict of interest exists.

\_\_\_\_\_ Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

1. Describe the nature of the potential conflict(s):

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2. Describe measures proposed to mitigate the potential conflict(s):

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\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Print Name

If a potential conflict has been identified, please provide the name and phone number of a contact person authorized to discuss this disclosure certification with the Department of Transportation contract personnel.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Company



**RFQ: CC-34**

**DRUG-FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq. South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors before award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of a contract, or suspension or debarment from the right to submit bids or proposals for Colleton County projects.

For purposes of this Certification, “Drug-free Workplace” is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor’s/ Vendor’s duties under the contract. Contractor’s/Vendor’s employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance per the requirements of the Drug-free Workplace Act.

By signing this document, the Firm hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s/Vendor’s workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Contractor’s/Vendor’s policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
  - (a) Abide by the terms of the statement: and
  - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction

- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) concerning any employee who is convicted:
  - (a) Taking appropriate personnel action against the employee, up to and including termination; and
  - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative Name/Title (Print): \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Witness Name (Print): \_\_\_\_\_

Signature of Witness: \_\_\_\_\_



**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Colleton County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

*Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors, and subcontractors may not discriminate in their employment practices or the selection and retention of any subcontractor.*

By signing this document, the Firm/Company hereby certifies its commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability, or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative Name/Title (Print): \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Witness Name (Print): \_\_\_\_\_

Signature of Witness: \_\_\_\_\_



**RFQ: CC-34**

**ADDENDA ACKNOWLEDGEMENT FORM**

The proposer has examined and carefully studied the proposal and the following Addenda, receipt of all of which is hereby acknowledged:

<b><i>Amendment No.</i></b>	<b><i>Issue Date</i></b>

***The Proposer must acknowledge any issued addenda. Proposals that fail to acknowledge the proposer’s receipt of any addendum will result in the rejection of the proposal if the addendum contained information that substantively changes the Owner’s requirements or pricing.***

\_\_\_\_\_  
Authorized Representative Name/Title (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative’s Signature

## J. EXHIBITS

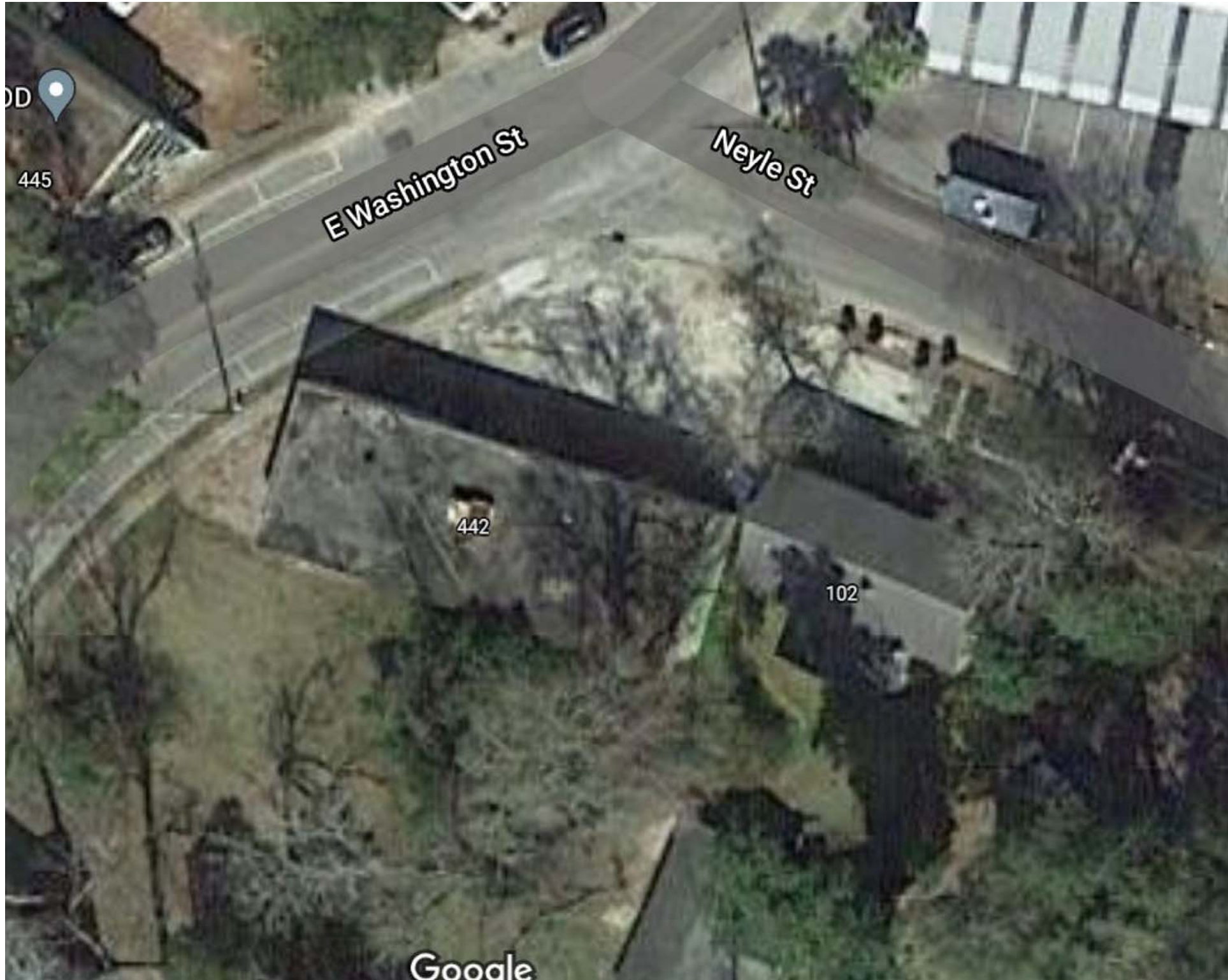
Parcel map

Example of food facility layout

Structural Engineers Report

Facility Exterior Photos

(See Next Page)



DD

445

E Washington St

Neyle St

442

102

Google







# M. Padgett Engineering & Construction, LLC

Michael Padgett, P.E.

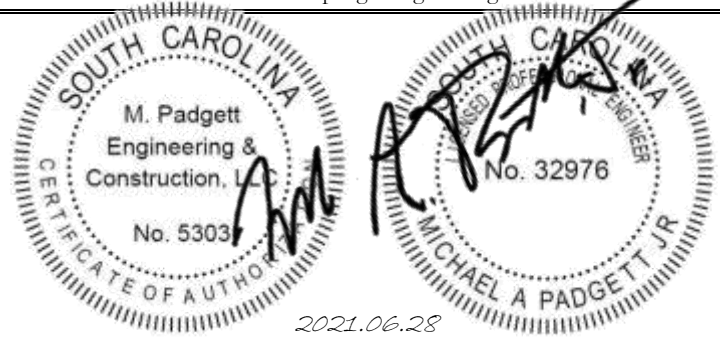
SC Professional Engineer License # 32976  
SC General Contractor License # G119932  
SC Mechanical Contractor License # M114225  
SC Home Inspector License # RBI.48904

P.O. Box 6996, Florence, SC 29502  
tel: 843-908-4569  
fax: 866-384-7749  
Mike@mpadgettengineering.com  
www.mpadgettengineering.com

## INSPECTION REPORT

Monday, June 28, 2021

John T. Stieglitz III  
Capital Projects, Colleton County Government  
jstieglitz@colletoncounty.org  
PO Box 157, Walterboro, SC 29488  
843.782.0508



MPE&C Job#: J2432

RE: Inspection of "Old RPM" Building, 442 E Washington St, Walterboro, SC

Dear Mr. Stieglitz,

An inspection to the above referenced property was done on 2021.06.22. This report reflects the visual conditions of the property at the time of inspection only. No invasive or destructive testing was done to inspect typically non-visible areas such as inside walls, beneath concrete slabs, and similar.

As per your request, the purpose of this report is to assess the cracking in the CMU walls and propose a possible solution if needed. You indicated that Colleton County will likely put out a bid solicitation to upfit this building as a design-build project in the near future. You would like to have this report made available to the bidders so they can take this issue into consideration with their bid package.

This is an opinion report resulting from the property inspection. No warranty is either expressed or implied nor, is this report an insurance policy. An earnest, reasonable effort was made on your behalf to discover and note the visible defects as noted. However, in the event of any oversight the maximum liability to MPE&C shall be limited solely to the fee paid for the report. Use of this report constitutes acceptance of these terms.

Thank you for your business. Please contact me if you have any questions or concerns.

Sincerely,

Michael Padgett, P.E.

1. REASON OF CONCERN:
  - 1.1. The exterior 8” CMU walls of the building have step cracks in multiple places. They are the structural walls supporting the entire truss roof system.
  
2. OBSERVED & ASSESSED:
  - 2.1. General Information & Reference
    - 2.1.1. See aerial images and pictures below and in Appendix.
    - 2.1.2. Inspection:
      - 2.1.2.1. 2020.12.16 starting approximately 9:30am.
      - 2.1.2.2. Drizzling rain and 75F.
      - 2.1.2.3. Instruments: distance laser, various tape measures, camera.
    - 2.1.3. Typical Site Design Criteria for this Location:
      - 2.1.3.1. Wind Zone: 134mph, Type II
      - 2.1.3.2. Snow: 5lb/SF
      - 2.1.3.3. Site Seismic Parameters, ASCE-16
        - 2.1.3.3.1. SS - 0.805 - MCER ground motion (period=0.2s)
        - 2.1.3.3.2. S1 - 0.242 - MCER ground motion (period=1.0s)
        - 2.1.3.3.3. SMS - 0.966 - Site-modified spectral acceleration value
        - 2.1.3.3.4. SM1 - \* null - Site-modified spectral acceleration value
        - 2.1.3.3.5. SDS - 0.644 - Numeric seismic design value at 0.2s SA
        - 2.1.3.3.6. SD1 - \* null - Numeric seismic design value at 1.0s SA
  - 2.2. General Build
    - 2.2.1. Documentation
      - 2.2.1.1. No plans or construction documents were found or made available.
      - 2.2.1.2. No geotechnical report or soils information found or made available.
    - 2.2.2. Dimensions:
      - 2.2.2.1. Layout: approximately 40’ x 100’ (=4,000 SF). Rectangular building.
      - 2.2.2.2. The bottom of the roof deck is approximately 14’ above the concrete floor. The roof appears to be more or less flat.
    - 2.2.3. Age:
      - 2.2.3.1. Per client, the building is approximately 40yrs old. This appears correct based on construction style, materials, and field observations.
    - 2.2.4. Construction
      - 2.2.4.1. Roof
        - 2.2.4.1.1. Flat roof topped with membrane. There is exposed T&G wood ceiling decking above the 20” deep metal trusses that are spaced at approximately 4’ OC.
        - 2.2.4.1.2. Client indicated a new roof had recently been installed.
      - 2.2.4.2. Walls
        - 2.2.4.2.1. The perimeter walls appear to be typical 8”x8”x16” CMU, approximately 14’ tall and likely not reinforced. There are some brick pilasters on the sides and rear walls.
      - 2.2.4.3. Floor
        - 2.2.4.3.1. Floor appears to be slab on grade.
      - 2.2.4.4. Foundation
        - 2.2.4.4.1. The type, size, construction, and condition of the foundation supporting the perimeter CMU walls was not visible and client stated that they have no information regarding its construction.
      - 2.2.4.5. Mechanical

2.2.4.5.1. The client indicated that all new mechanicals and utilities would be required for the building and any existing removed.

## 2.3. Inspection and Assessment

### 2.3.1. General

2.3.1.1. The general appearance of this building is that it is dated but in overall good condition. The step cracks in the walls and signs of old rot from leaks appear to be the most notable issues that will need addressing.

2.3.1.2. Note, some pictures herein were taken with a .5 field of view lens and may give the appearance of a wider “fisheye” view.

### 2.3.2. Roof

2.3.2.1. Client indicated a new membrane roof had recently been installed.

2.3.2.2. Due to notable rain at the time of the inspection, the roof was not inspected from the topside.

2.3.2.3. View of bottom side of roof.



2.3.3. Trusses

2.3.3.1. The trusses are spaced at approximately 4' OC and run the full width of the building. Inside to inside of the CMU walls measured at approximately 38'-9".



2.3.3.2. There is an exposed  $\sim 3\frac{1}{2}$ " to 4" end of the bearing plate on all the trusses that could be used for additional support.



2.3.3.3.



2.3.3.4.



2.3.3.5.



2.3.3.6. Truss Depth is ~20" with a 2x4 above the metal top chord. They are constructed with ~1.5"x1.5"x3/16" double angle for the top and bottom chords and 3/4" metal bar webs. All appear to be in good condition.



2.3.3.7.

#### 2.3.4. Walls

- 2.3.4.1. The perimeter walls are 8" CMU, approximately 14' tall and likely not reinforced. There are some brick pilasters on the side and rear walls (see pictures in appendix).
- 2.3.4.2. They are painted on the outside and in some places on the inside
- 2.3.4.3. There is notable step cracking in multiple places along the wall. All cracks are hairline, at most a credit card could be slipped into the crack in a few places.
- 2.3.4.4. There are no expansion joints in the CMU walls as would be required by modern masonry construction methods.
- 2.3.4.5. There does not appear to be any vertical or horizontal reinforcement in the walls except there may possibly be a bond beam at the top as the cracking at the top of the wall is less than at the bottom of it.
- 2.3.4.6. Typical commercial box construction. Any interior walls appear to be non-load bearing.



2.3.4.7.

#### 2.3.5. Floor

- 2.3.5.1. Floor is typical slab on grade. Thickness is unknown.

#### 2.3.6. Foundation

- 2.3.6.1. The type, size, construction, and condition foundation supporting the perimeter CMU walls is unknown. It may not have rebar in it.

#### 2.3.7. Mechanical

- 2.3.7.1. The client indicated that no mechanicals would likely be installed on the roof to eliminate as many roof penetrations as possible.



### 3. CONCLUSIONS & RECOMMENDATIONS:

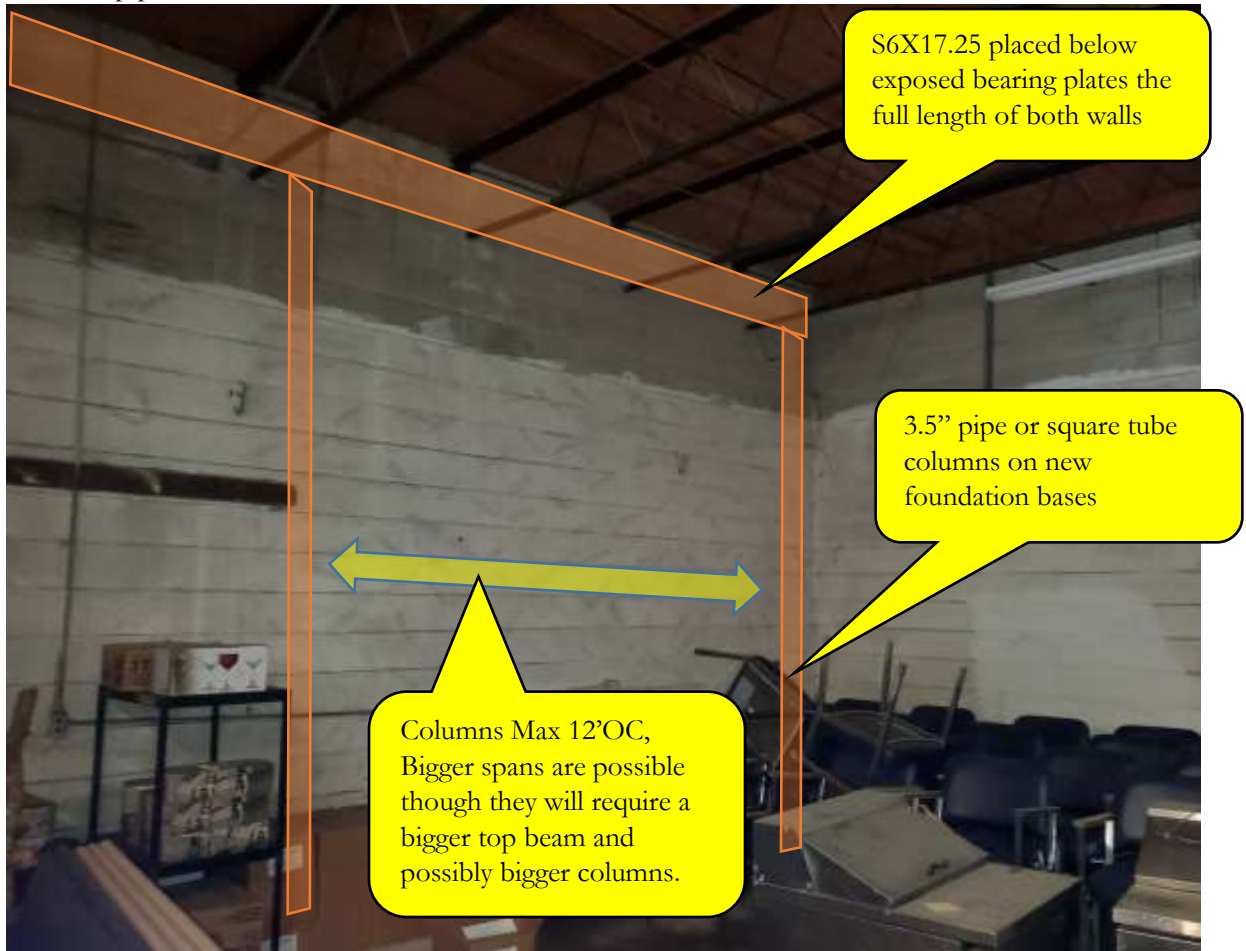
In my opinion:

- 3.1. The exterior walls are load bearing and have multiple thin-line step cracks in them though the building does not appear to be at risk of any immediate collapse. These cracks are likely the result of thermal expansion and contraction since the building was constructed and possibly some slight shifting of an unreinforced footer. Again, there does not appear to be any horizontal or vertical reinforcement in the wall, nor expansion joints in the wall as would be seen in modern masonry construction.
- 3.2. The walls need to be reinforced to help support the weight of the roof and then the cracks in the walls can be repaired/sealed by normal ACI methods.

Recommend:

- 3.3. The design-build team (contractor working in conjunction with an engineer) should be able to make any adjustments to this recommendation as needed per the final plan design.
- 3.4. Install a beam and post system on the long walls to help reinforce the walls by giving additional support to the roof trusses (and thus the weight of the roof). Note, this preliminary design listed below is approximately sized to support at least 50% of the total theoretical roof load.
- 3.5. Place a S6X17.25 I-beam so that the top flange that abuts the exposed part of the truss bearing plates, tack welded at each truss.
- 3.6. Columns: Typical 3.5" pipe or 3.5" tube columns should be adequate and could fit inside a typical furred out stud wall. These should be spaced at a maximum of 12" O.C. with one at each end obviously. The condition of the concrete and wall footer is unknown and each column should sit on a new independent concrete base.
- 3.7. Once the support beam/column system has been installed the cracks in the CMU wall can be sealed and repaired with any of the ACI approved methods.

3.8. Marked up picture



3.9.

4. APPENDIX:

4.1.1. Screenshot views from Google Earth. Image date per Google is 2019.02.06.



4.2. General Pictures taken date of inspection.

4.2.1. NW Corner



4.2.2. SW Corner





4.2.3. South Wall Facing West



4.2.4. East Wall



4.2.5. NE Corner



4.2.6. North Wall

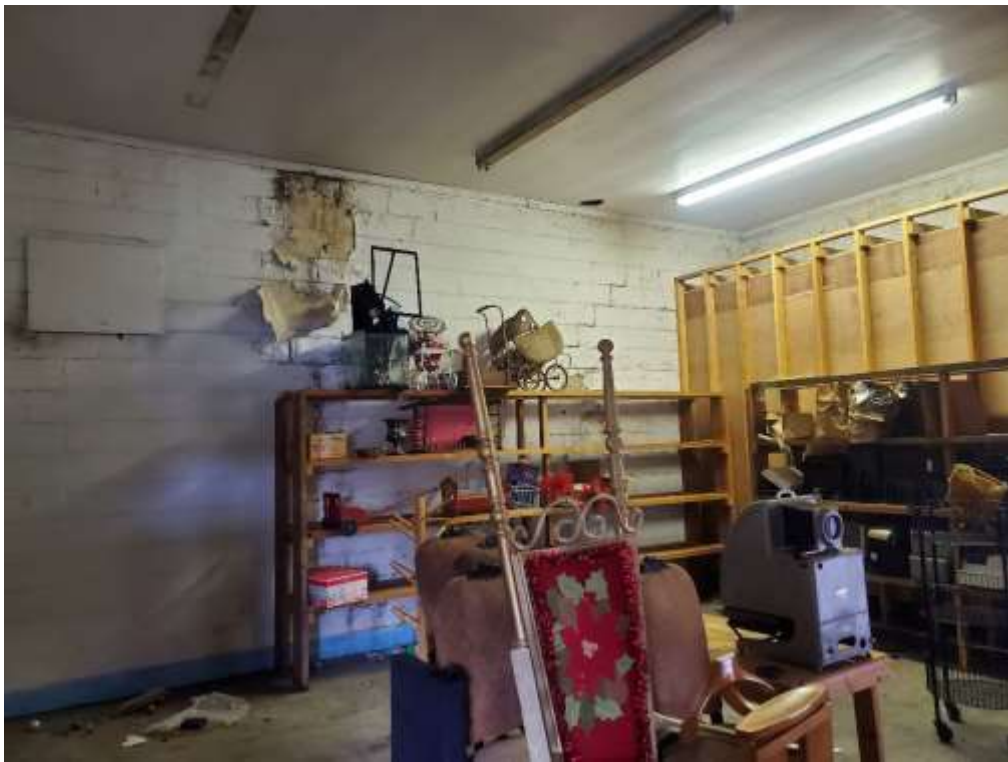




4.2.7. Interior



4.2.8.



4.2.9.













RICE

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2



