



**Town of Clayton  
Planning Department**

111 E. Second Street, Clayton, NC 27520  
P.O. Box 879, Clayton, NC 27528  
Phone: 919-553-1545  
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**REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL ENGINEERING SERVICES  
CLAYTON COMMUNITY CENTER-PEDESTRIAN CONNECTOR**

**November 10, 2011**

The Town of Clayton, North Carolina (population approx. 16,400) is seeking professional engineering services for a sidewalk connection project. The project includes the planning and design of a pedestrian connector which will link the Clayton Community Center, Clayton High School, Downtown Clayton, Cooper Elementary School, and several residential areas along the route. The proposed connector will utilize existing sidewalks, planned sidewalks, and greenway facilities to complete the linkage.

Eligible firms (prime and sub-consultants) must be pre-qualified for all phases of design with the North Carolina Department of Transportation (NCDOT) for their respective services.

**Project Scope**

The anticipated scope of services includes, but is not limited to:

- Planning and engineering design services for new sidewalk, modifications to existing sidewalk, and connections or extensions to existing greenway facilities necessary to accomplish pedestrian linkage from the Clayton Community Center to Cooper Elementary. The project design shall comply with all applicable requirements and standards of the Town and NCDOT;
- Assisting with route planning including any alternative routes which may increase safety or improve design and/or acquisition cost;
- Identifying areas where right-of-way or easement acquisition will be necessary to accommodate the connector route; and
- Providing cost estimates, final construction plans, details, and documents for sidewalks and trails.
- Provide limited environmental services/obtain categorical exclusion for the project.
- Assist with public involvement/community engagement for connection routing.

Additional Scope - Client Optional Services:

- Designing signalized highway pedestrian crosswalk or crosswalks including coordination meetings with NCDOT.
- Designing pedestrian bridge with potential for riparian buffer crossing with related regulatory review and permit process.

## **Submittal Requirements**

Interested firms shall limit their proposal to a maximum of 18 pages and are required to submit the following information:

1. A letter of interest.
2. An organization chart of the project team including identification of project manager, professional support staff, principal in charge, and known sub-consultant/contractor relationships.
3. Statements of qualifications and resumes for project team members with specific mention of related projects including specific knowledge and experience with sidewalk design projects and experience with regulatory bodies and permitting agencies.
4. A proposed scope of services and timeline to complete the project.
5. A demonstrated record of completing similar projects on schedule and within budget.
6. A list of three references and contacts from past or current client relationships involving similar projects.
7. Demonstration that the firm possesses necessary insurance coverage including Commercial General Liability, Professional Liability, and Workers Compensation in the individual amounts per claim of \$1,000,000. Such insurances shall be primary as respects the Town of Clayton.

## **Submittal Timeline**

Interested firms shall deliver one original hardcopy and six electronic (CD) submittal packages in a sealed enclosure bearing the name and address of the firm and the project name. **Submittals must be received by the Planning Director no later than 3:00 p.m. on Monday, December 5, 2011.** Responses may be hand delivered, mailed or delivered via courier. Faxes are not accepted and qualification statements received after the deadline will not be considered.

### **Points of Contact for Inquiries:**

David DeYoung, AICP  
Planning Director  
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919-553-1545  
[ddeyoung@townofclaytonnc.org](mailto:ddeyoung@townofclaytonnc.org)

Tim Simpson, P.E.  
Public Works Director  
653 NC HWY 42 West  
P.O. Box 879, Clayton, NC 27528  
919-553-1530  
[tsimpson@townofclaytonnc.org](mailto:tsimpson@townofclaytonnc.org)

## **Criteria for Selection**

The evaluation of the proposals for these services will be based on the following considerations and their respective weights for the services listed in the scope of work:

1. The experience of the primary firm and of the proposed sub-consultants in providing the requested services. (20%)
2. The experience and qualifications of the project manager and key team members of the primary firm and of the proposed sub-consultants in providing the requested services. (45%)

3. Past performance on similar type of projects. (20%)
4. The commitment of the firm, its key project members and proposed sub-consultants to provide requested services in accordance with Town of Clayton plans and schedules. (15%)
5. The Town of Clayton may choose to short list firms for interview, if determined necessary. The presentations and interviews, if applicable, would be held the week of December 19, 2011. The Town will notify applicants of their status in the selection process by December 12, 2011.
6. Based on an evaluation of all materials and the potential interview process, the Town will identify the most qualified firm by December 30, 2011 and pursue the development of a service agreement (Attachment 1) covering fees, timetable, performance standards, etc. and a final Scope of Services. If an agreement cannot be reached, staff will consider another firm.
7. Staff will recommend an agreement and final scope of work to the Town Council who will take action on the recommendation.

#### **Miscellaneous Provisions**

1. Ownership of Proposals. Upon delivery, all RFQ's will become the property of the Town of Clayton.
2. Right to Reject/Modify. The Town may, at its sole discretion, reject any or all RFQ's or waive any irregularities without disqualifying the proposal. The issuance of this RFQ does not bind the Town to award a service agreement for services described herein.
3. Public Disclosure of All Proposals. All proposals received in response to this RFQ shall become the property of the Town. All proposals shall become a matter of public record, and shall be regarded as public records except for those parts of each proposal which are defined by the proposer as business or trade secrets, provided that said parts are submitted in a sealed envelope and clearly marked as "trade secret", "confidential" or proprietary."
4. Reasonable Inquiry. The Town may conduct any reasonable inquiry to determine the responsibility of the proposer. The submission of a proposal constitutes permission by the proposer for the Town to verify all information contained therein. If the Town deems it necessary, additional information may be requested from any proposer. Failure to comply with any such request may disqualify a proposer from consideration.

# **ATTACHMENT 1**

## **Consultant Service Agreement**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF CLAYTON, referred to herein as the Town (“the Town”), and \_\_\_\_\_, referred to herein as the Consultant (“the Consultant”).

**NAME OF PROJECT:** Clayton Community Center – Pedestrian Connector ("the Project").

The Town and the Consultant agree as follows:

1. **Project Scope and Fee.** The Consultant's Scope and Fee for the Project shall be as provided as Exhibit A to this Agreement.
  
2. **Period of Services.** The Consultant shall begin work after receipt of a fully executed copy of this Agreement and will complete the Services described in Exhibit A in accordance with the specified timeframes within that exhibit. The Town may extend specified Consultant timeframes as necessary, to account for periods of delay or suspension resulting from circumstances beyond the Consultant's not control.
  
3. **Use of Documents.** All reports, specifications, ordinances, and other work products, hereinafter referred to as “deliverables” developed by the Consultant will become the property of the Town and shall be made available at any time upon request by the Town.
  
4. **Termination.** This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of termination, the Consultant will be paid for all services satisfactorily performed to the effective date of termination.
  
5. **Insurance.** The Consultant shall carry workers' compensation insurance for all employees in strict compliance with State laws, to protect the Town from any and all claims there under, including a waiver of subrogation. General liability coverage shall be \$1,000,000 combined limit

policy for bodily injury and property damage, and include the Town, its officers, employees and agents as additional insured's under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider thereof that the insurance will operate as primary insurance for work performed, and that no other insurance affected by Town or other named insured will be called on to cover a loss. The Consultant shall also carry automobile liability insurance in an amount not less than \$1,000,000 per person/per occurrence. In addition to the above, engineering related services, auditors and other certain professional service contracts may need professional liability insurance in an amount not less than \$1,000,000.

6. **Certificate of Insurance.** The Consultant shall file a certificate of insurance with the Town prior to the Town's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town. In addition, the insured shall provide thirty (30) days prior written notice to the Town of any suspension, cancellation, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The Town reserves the right to require complete certified copies of policies.
7. **Indemnification.** The Consultant shall defend, indemnify, and hold harmless, the Town and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the Town has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The Town's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.
8. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. No discrimination shall be made by Consultant in the

employment of persons to work under this contract because of race, color, national origin, ancestry, sex or religion of such person.

9. **Dispute Resolution.** All claims arising out of this Agreement shall be submitted first to mediation, using a state certified mediator as a condition precedent to litigation. The laws of the State of North Carolina shall govern this Agreement. This Agreement shall be construed, governed, and enforced by and in accordance with the internal laws of the State of North Carolina. Each party expressly consents to the jurisdiction of the Superior Court of the State of North Carolina should litigation arise between the parties.
10. **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

**TOWN OF CLAYTON, NC**

**CONSULTANT:** \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**(IF CORPORATION, AFFIX CORPORATE SEAL)**