



**Town of Clayton
Planning Department**

111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
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**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
SAM'S BRANCH GREENWAY – GRADE SEPARATED CROSSING**

March, 2014

The Town of Clayton, North Carolina (population approx. 17,500) is seeking professional engineering services for a grade separated crossing of Sam's Branch Greenway at North O'Neil Street. The project includes the design of a grade separated underpass crossing of North O'Neil Street to connect Sam's Branch Phase I with Phase II.

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. The work codes for which the firm(s) should be prequalified to perform for this project include, but are not limited to the following:

- 00032-Categorical Exclusions
- 00070-Erosion and Sediment Control Design
- 00316-Multi-use Trail Design, Survey, and Layout
- 00270-Utility Coordination
- 00433-Hydraulic Design-Tier I
- 00295-Structure Foundation Design (if there are bridges)
- 00024-Bridge Design (if needed)
- 00171-Public Involvement
- 00280-Wetland and Stream Delineation
- 00287-Wetland, Stream and Buffer Permitting
- 00247-Traffic Control Plans (if needed)

Project Scope

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

- Planning and engineering design services for a pedestrian underpass. The project design shall comply with all applicable requirements and standards of the Town and NCDOT;
- Identifying a pre-engineered pedestrian culvert to accommodate the crossing of North O'Neil Street with related regulatory review and permit process;
- Creating a traffic control plan which provides for the safe and efficient operation of all modes of transportation during construction;

- Providing cost estimates, final construction documents, details, and contract documents necessary to complete the bidding process (though bid day);
- Providing necessary environmental services including any necessary permits; and
- Assisting with public involvement/community engagement.

Any firm wishing to be considered must be properly registered with the Office of the Secretary of State and with the North Carolina Board of Examiners for Engineers and Surveyors. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and/or the NC Board for Licensing of Geologists. The Engineers performing the work and in responsible charge of the work must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest. The firm must have the financial ability to undertake the work and assume the liability.

Small Professional Service Firm (SPSF) Participation

The Department encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

The Firm, at the time the Letter of Interest is submitted, shall submit a listing of all known SPSF firms that will participate in the performance of the identified work. The participation shall be submitted on the Department's Subconsultant Form RS 2. RS-2 forms may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

The SPSF must be prequalified with the Department to perform the work for which they are listed.

Real-time information about firms doing business with the Department and firms that are SPSF certified through the Contractual Services Unit is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm.

Prequalification

The Department maintains on file the qualifications and key personnel for each approved discipline, as well as any required samples of work. Each year on the anniversary date of the company, the firm shall renew their prequalified disciplines. If your firm has not renewed its application as required by your anniversary date or if your firm is not currently prequalified, please submit an application to the Department prior to submittal of your letter of interest. An application may be accessed at

<https://apps03.dot.state.nc.us/vendor/prequal>. Having this data on file with the Department eliminates the need to resubmit this data with each letter of interest.

Even though specific DBE/MBE/WBE goals are not required for this project, the Department of Transportation is committed to providing opportunity for small and disadvantaged businesses to perform on its contracts through established Department goals. The Firm, subconsultant and subfirm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

Submittal Requirements

Interested firms shall limit their proposal to a maximum of 18 pages (RS-2 forms are not included in the page count) inclusive of the cover sheet, and shall be typed on 8 1/2" x 11" sheets, single spaced, one sided. Letters of interest containing more than eighteen (18) pages will not be considered. Firms and are required to submit the following information:

1. A letter of interest.
2. RS-2 forms (see instructions below)
3. An organization chart of the project team including identification of project manager, professional support staff, principal in charge, and known sub-consultant/contractor relationships.
4. 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.
5. A proposed scope of services and timeline to complete the project.
6. A demonstrated record of completing similar projects on schedule and within budget.
7. A list of three references and contacts from past or current client relationships involving similar projects.
8. 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 Friday, March 14, 2014.** 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.

Point of Contact for Inquiries:

David DeYoung, AICP
Planning Director
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
919-553-5002
ddeyoung@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 ending April 4, 2014. The Town will notify applicants of their status in the selection process by March 21, 2014.
6. Based on an evaluation of all materials and the potential interview process, the Town will identify the most qualified firm by April 11, 2014 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.

Consultant Certification Form RS-2

Completed RS-2 forms SHALL be submitted with the firm's letter of interest for the following:

- Prime Consultant firm (Prime Consultant Form RS-2 Rev 1/14/08), and;
- ANY/ALL subconsultant firms (Subconsultant Form RS-2 Rev 1/15/08) to be or anticipated to be utilized by your firm.

Complete and sign each Form RS-2 (instructions are listed on the form). Please include the work codes on the RS-2 forms.

In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant Form RS-2 by entering the word "None" or the number "ZERO" and signing the form.

The required forms are available at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

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: Sam’s Branch Greenway – Phase II ("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 and the North Carolina Department of Transportation (“NCDOT”) 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)