

Engineering Services
Request for Qualifications
RFQ 918-2019

The City of Salisbury desires to engage a private engineering firm (PEF) to provide planning and design services for a portion of the Grants Creek Greenway System Phase 4 - Catawba College to Kelsey-Scott Park (part of the Carolina Thread Trail System)

Salisbury, North Carolina

October 5, 2018

Due Date:

October 24, 2018

Acceptance Location:

City of Salisbury Engineering
132 N Main Street
Salisbury NC 28144

Request for Qualifications for Engineering Services

For

Grants Creek Greenway Phase 4 - Catawba College to Kelsey-Scott Park

City of Salisbury, North Carolina

1. PURPOSE

The City of Salisbury is requesting Letters of Interest (LOI) from engineering firms to provide professional design services for the development of a portion of the Grants Creek Greenway Phase 4 - Catawba College to Kelsey-Scott Park (part of the Carolina Thread Trail System).

PROJECT DESCRIPTION

The project consists of a greenway trail and connectors approximately 0.85 miles in length, as well as a two pedestrian bridges crossing Grants Creek. The greenway trail will connect existing sections of the Grants Creek Greenway between Catawba College at Forestdale Drive and Kelsey-Scott Park off Old Wilkesboro Road. The greenway trail shall be constructed of a combination of asphalt, concrete and boardwalk surfaces (preference given to asphalt wherever possible) and will require pedestrian bridges, road crosswalks and below grade crossing of Statesville Boulevard. Construction, easement acquisition and project administration for this project is funded in part by federal TAP funds, so design should incorporate appropriate federal considerations for funded greenway projects.

Because project administration is funded in part by TAP funds, CE Services are not included in this RFQ and will be solicited separately in accordance with federal guidelines.

The project will have two phases:

Phase 1 is a pedestrian bridge across Grants Creek at Catawba College. **Supplemental funds have been obtained which require construction of Phase 1 to be complete by September 2019.** A flood study and preliminary engineering of a low-water bridge have been completed for phase 1; all other permitting and final design are required for Phase 1

Phase 2 is the 0.85 mile asphalt trail with a below grade crossing of Statesville Boulevard and pedestrian bridge across Grants Creek near Kelsey-Scott Park. Parts of the trail will also require coordination with Duke Energy for design along high voltage transmission line.

Note: The City of Salisbury reserves the right to terminate the professional services contract of selected consultants based on consultant non-performance (i.e. Schedule, responsiveness, quality of design, accuracy of documents, etc.) and on the consulting firm's workload and availability of the staff included in the design team as described in the firm's LOI. The City reserves the right to remove any or all work described above in this RFQ and issue a new RFQ for any portion of the work.

2. SCOPE OF SERVICES

The PEF shall provide complete route design, grant requirements and permitting services as required to design the project and assist with public bidding. The PEF will also identify any land acquisition or easements required for the project and provide boundary surveys and easement maps sufficient for negotiation and recordation under federal right-of-way procedures.

The following are anticipated as part of the design process:

- Final route analysis, particularly at Statesville Boulevard to assess options for a below-grade crossing utilizing existing bridge abutments (preferred).
- Preliminary, 50% and final plans, in a format that meets NCDOT requirements (i.e. plan and profile sections of all or part of the greenway).
- Preparation of NCDOT and Federal compliant Bid Documents and Specifications.
- One public meeting for public input as well as plan presentation to the public and City Council.
- Any encroachment permits required.
- Any floodplain permits required.
- Coordination with utilities including any necessary relocation.
- Required permitting/approvals from agencies/municipalities including but not limited to: NCDEQ, US Army Corps of Engineers, FEMA, NCDOT, and Rowan County.
- Consultants will work with representatives of both the City of Salisbury and the NCDOT throughout all phases.

The primary and/sub-consultant(s) shall at the time of submittal of this LOI be prequalified by NCDOT to perform the following services:

1. Multi-use trail design, survey and layout (work code 00316)
2. Surveying (work code 00199)
3. Wetlands, stream and buffer permitting (work code 00434)
4. Geotechnical engineering services and geotechnical specialty service (work code 00294)
5. Erosion and sediment control design (work code 00070)
6. Traffic control plans (work code 00247)
7. Public involvement (work code 00171)
8. Wetland and stream delineation (work code 00280)
9. Bridges- spans under 200' (for pedestrian bridges) (work code 00024)
10. Building foundation design (for bridges and boardwalks) (work code 00295)
11. Categorical exclusions (work code 00032)
12. Utility Coordination (work code 00270)

These services shall heretofore be called the “desired services”.

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 proposed corporate subsidiaries or subcontractors must also be properly registered with the appropriate NC Board of Registration for their role in the project. 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. The firm must have an adequate accounting system to identify costs chargeable to the project.

The proposed method of payment for this contract is lump sum.

The selection of a PEF to provide the desired services on this specific project will be handled in accordance with the following process:

1. Submission of Letter of Interest (LOI) by private engineer firms.
2. The City anticipates selection of a PEF based on the LOI.
3. The City reserves the option to create a short list of firms and conduct oral interviews.
4. The City will select a PEF to provide Design Services, including surveying and Easement preparation.

4. PREQUALIFICATION

The NCDOT 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 NCDOT prior to submittal of your letter of interest. An application may be accessed at <https://connect.ncdot.gov/business/Prequal/Pages/default.aspx>. Having this data on file with NCDOT 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, NCDOT and the City are committed to providing opportunity for small and disadvantaged businesses to perform on its contracts through established NCDOT goals. The Firm, sub-consultant and sub-firm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

5. SELECTION PROCESS / SCHEDULE

Pursuant to North Carolina General Statute 143-64.31, the City of Salisbury utilizes a “qualifications-based” selection process without consideration of fee proposals in the initial stage for selecting engineers. The selection process and schedule will be as follows:

- 5.1. Advertisement - An advertisement for the RFQ will be posted on the following website:

www.salisburync.gov

Also, a copy of the RFQ and any addendum may be obtained by sending a written or email request to Jeff Jones, PE PLS, City of Salisbury, 132 N Main Street, Salisbury NC 28144 (jjone@salisburync.gov).

All questions regarding this project should be directed to Mr. Jones in writing, or by email. In order to maintain equal access to information, firm representatives are not to contact anyone other than the individual named above.

- 5.2. Notification of Interest, and Inquiries/Questions

- 5.2.1. Notification of Interest / Addenda - Upon receipt of this RFQ Consultants interested in submitting a LOI must notify Mr. Jones by mail or email in order to place the firm’s name,

address and contact information (including e-mail address) on a Notification of Interest list for distribution of possible addenda to this RFQ.

5.2.2. Inquiries/Questions and Deadline - All inquiries/questions regarding this RFQ must be directed to Mr. Jones by mail or email and must reach his office by Monday, **October 15, 2018 at 5:00 P.M.** in order to be considered for a response. To ensure fair consideration and equal access to information for all Consultants questions and answers will be made available to all consultants. Oral answers will not be authoritative. Any changes or additions to the RFQ information will be emailed to each Consultant who has submitted a "Notification of Interest".

5.3. Qualifications Submittal - Written submittals must be received by the City no later than Wednesday **October 24, 2018 at 2:00 P.M.** Submittals received after this deadline will not be considered.

Submittal Material - Consultants interested in providing services as described in this RFQ shall submit four (4) originals of the submittal in a sealed container labeled on the outside, "LOI for Grants Creek Greenway Phase 4," along with the firm name. Submittals are to be a maximum of 15 pages.

Send or deliver submittals to:

Electronic – jjone@salisburync.gov

Paper - City of Salisbury, 132 N Main Street, Salisbury NC 28144
Attn: Jeff Jones, PE PLS, Senior Engineer

5.4. Notification - The selected firm will be notified by phone. Firms not selected will be notified via email.

5.5. Contract Agreements - Contract agreements with the selected firm will be negotiated and executed immediately after selection.

6. EVALUATION Firms submitting LOIs to perform the desired services on this specific project will be evaluated based upon certain considerations. The following considerations, with the weighted importance, will be utilized to select a shortlist of a minimum of three firms from those submitting an LOI:

- Firm's experience, knowledge, familiarity and past performance with the desired services and local governments – 20%
- The experience of the firm's proposed staff to perform the type of work required – 20%
- Firm's understanding of the project specific issues and their responsibility in delivering services for the advertised project – 20%
- The firm's experience in completing design for greenways requiring NCDOT and FHWA approval- 20%
- References – 20%

North Carolina firms qualified to do the required work will be given priority consideration. A North Carolina firm is a firm that maintains an office in North Carolina staffed with an adequate number of employees with the appropriate expertise judged by the City to be capable of performing a majority of the work required.

After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed Small Professional Services Firm (SPSF) participation will be given priority consideration.

7. SUBMITTAL DOCUMENT REQUIREMENTS

Submittals should be limited to an 8.5 x 11 sheet size and should be printed on both sides (front and back). A sheet printed on both sides will count as two pages. Prospective PEF's shall submit electronically or provide four (4) copies of their LOIs. Each submittal should follow the format and order listed below.

7.1. Section I - Cover Letter The cover letter should contain the following information:

- Expression of firm's interest in the work;
- Statement of whether PEF and any sub-consultants are on the NCDOT register and the desired services for which they are prequalified and which they anticipate performing for this project, including the date of the most recent qualifications submittal;
- Statement regarding firms' possible conflict(s) of interest for the work; and
- Identification of the Project Manager and their contact information.

7.2. Section II - Evaluation Factors

- Firm Information – Briefly provide PEF and sub-consultant information including an organizational chart of the project team, listing key individuals involved and the role they will perform (principal-in-charge, project manager, etc.). Indicate how the work described in this RFQ will fit into the total workload of the firm.
- Similar Project Experience (Graphics & Narrative) – Submit a maximum of five (5) projects completed during the last five (5) years that demonstrate experience with projects of similar character and scope. Four of the five projects must be completed or at least 75% completed construction at the time of the submittal.

Include for each project:

- Specific project name, location and client
- Funding sources for project (i.e. public or private grants, NCDOT, federal, etc.)
- Description of the work - current status, size, estimated or final project cost, services rendered, public involvement process and key design challenges and solutions.
- List the key individuals, such as principal-in-charge, project manager and sub-consultants, who were responsible for the work and the firm/office location they were based in at the time of the work.

- Name, telephone number and email of individuals to contact for references.
- Identify all public agencies that reviewed the project
- Individual Qualifications/Experience - Provide a description of the qualifications and experience of the key individuals who will be actively involved in the work (including registration numbers of landscape architects, engineers, etc.). Include the office location in which each key individual is located. Clearly identify each key individual's experience with similar type projects, the specific role that individual performed, and the firm they were employed by at the time of the project work.
- Project Specific Issues - The PEF shall submit a statement of "a greenway planning and design approach" for the work to be accomplished under this RFQ. The statement should include the firm's design approach on greenway planning and design, and any potential opportunities, challenges identified with this specific project.
- Project Schedule – Provide a time line for major tasks required to complete design and permitting and receive construction bids.

8. GENERAL PROVISIONS

- 8.1. Submittal Ownership/Costs - Upon submission, all information becomes the property of the City of Salisbury which has the right to use any or all ideas presented in any submission in response to this RFQ, whether or not the submittal results in a contract with the submitting Consultant. All costs for development of the written submittal and the oral presentation are entirely the obligation of the Consultant and shall not be remunerated in any manner by the City of Salisbury.
- 8.2. Non-Warranty of Request for Qualifications – Due care and diligence has been used in preparing this RFQ. However, the City shall not be responsible for any error or omission in this RFQ, nor for the failure on the part of the Consultants to ensure that they have all information necessary to effect their submittals.
- 8.3. Request for Clarification – The City of Salisbury reserves the right to request clarification of information submitted and to request additional information of one or more Consultants, either orally or in writing.
- 8.4. Acceptance/Rejection of Submittals – The City of Salisbury reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive technicalities, or to accept submittals or portions thereof which, in the City's judgment, best serve the interest of the City. The City of Salisbury reserves the right to allow alterations, modifications, or revisions to individual elements of the Scope of Services any time during the period of 8 contracts which result from this RFQ.
- 8.5. Collusion – The Consultant, by submitting a Qualifications Statement, declares that the submission is made without any previous understanding, agreement, or connections with any persons, Consultants, or corporations making a competing submission on the same project,

and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

- 8.6. Consideration of Submittals – Proposals will be considered from firms/consultants normally engaged in providing and performing services as specified in this RFQ. The firm must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions before recommending any award.
- 8.7. Americans with Disabilities Act (ADA) Compliance – The City of Salisbury will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. The City of Salisbury will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. City of Salisbury programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify City Staff.
- 8.8. Minority/Women/Small Business Enterprise - It shall be the practice of the City of Salisbury Government to provide minority-owned, women-owned, and small business enterprises (collectively “M/W/SBE) as well as other responsible vendors with fair and reasonable opportunity to participate in City of Salisbury’s business opportunities including but not limited to employment, construction development projects, and materials/services, consistent with the laws of the State of North Carolina. The policy of the City of Salisbury prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran’s status. It is further the policy of the City of Salisbury to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
- 8.9. Indemnity Requirements - To the extent permitted by law the Consultant shall indemnify and save harmless the City of Salisbury, its agents and employees and assigns from and against all loss, cost damages, expense and liability caused by injury, sickness and disease to any person; or damage or destruction to property, real or personal; arising from the negligent acts, errors, or omissions of the Consultant in the performance of professional services provided to the City.
- 8.10. Insurance Requirements - The Consultant further agrees to purchase and maintain during the life of any contracts entered into with the City the following insurance with an insurance company acceptable to the City of Salisbury and authorized to do business in the State of North Carolina:
 - Worker's Compensation - The Consultant shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000.00 for bodily injury per accident. This insurance shall cover all Consultant’s employees who are engaged in any work under any contract. If any work is sublet, the Consultant shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

- General Liability - General Liability Coverage with minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit. (Defense cost shall be in excess of the limit of liability.)
- Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with any contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage.
- Consultant's Professional Liability: In a limit of not less than \$1,000,000.

Certificates of such insurance will be furnished to the City of Salisbury and shall contain the provision that the City of Salisbury be given thirty (30) days written notice of any intent to amend or terminate by either the Consultant or the insuring company.

- 8.11. Patents and Copyrights - The Consultant shall hold and save the City of Salisbury, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of any contract, including use by the government.

Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to Consultant's performance of this project shall be the property of City of Salisbury and shall be delivered to city upon completion of the project. Such property shall be transferred to city in excellent, reusable condition.

In addition, the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Consultant's performance of this project shall vest in the city, and the Consultant agrees to assign all rights therein to the city. The Consultant further agrees to provide the city with any and all reasonable assistance, which the City may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the city.

- 8.12. Advertising - Consultant agrees not to use the existence of any contract or the name of the City of Salisbury as a part of any commercial advertising without prior approval of the City of Salisbury Purchasing Department.