



City Of Salisbury
North Carolina

**Request For Statement Of Qualifications
For On-Call Professional Services 013-2023
Water, Wastewater and Stormwater Management
Consulting Services**

December 1, 2022

1. SUMMARY

- 1.1. Request For Statement of Qualifications (SOQ): The City of Salisbury, is hereby inviting SOQs from qualified Consultants, with proven experience and expertise, to provide professional engineering including environmental and surveying, and geotechnical plus materials / specialty testing related services in **Water, Wastewater and Stormwater Management** to support the City through an “on-call” contractual relationship.
- 1.2. Internet Web Site for More Information: This document may be viewed and downloaded in PDF format from Water Resources Internet Web Page under **Featured Links** at:
<http://salisburync.gov/Government/Financial-and-Business-Services/Bids-and-Purchasing>
- 1.3. Period and Terms of Contractual Agreement: The City of Salisbury is interested in obtaining the professional services of consulting firms to provide support for various departmental projects for an initial period of three (3) years with two (2) one-year optional extensions. Master contractual agreements are anticipated to begin in June 2023 and expire in June 2026. Specific projects would be authorized under a supplemental letter scope of service agreement with a properly negotiated fee. Selection of a consultant by the City in response to this Request does not guarantee that professional services will be required. The City also maintains sole discretion in assigning projects, if any, to selected consultant(s) throughout the five-year period. The City of Salisbury may renew its Request for Statement of Qualifications for On-Call Consultants following the initial five-year period, as necessary. Additionally, the City reserves the right to issue future Request for Qualification (RFQ) and solicit responses from firms not selected as part of this process.
- 1.4. Qualifications-Based Consultant Selection Process: The City of Salisbury Professional Service Consultant Selection Process is Qualifications-Based.
- 1.5. City of Salisbury M/WBE Program: It is the policy of the City to provide minorities and women equal opportunity to participate in all aspects of City contracting and purchasing programs, and

to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, or national origin, and to conduct its contracting and purchasing programs so as to prevent any discrimination. The Responder to this RFQ agrees that should it not be able to perform all elements of this contract with its own work forces without use of subcontractors, it will notify the City and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to regional M/WBE and North Carolina certified Historically Underutilized Business firms to compete for and perform subcontracts. If the Responder to this RFQ proposes to perform the total contract with its own work force and without the use of subcontractors it will be required to submit information sufficient for the City to determine that it is a normal business practice of the contractor to perform all elements of the contract with its own work force without the use of subcontracts or that the contractor in fact has demonstrated its capabilities to perform all elements of the contract with its own work force without the use of subcontracts by providing a copy of Consulting Services contracts of a similar nature performed within the past three years. Such contractors will not be required to subcontract or document good faith efforts to do so. It is the intent of the City's program and the Department's outreach efforts to widen opportunities for historically underutilized businesses. The Department encourages submitting firms to pursue strategic partnering arrangements that support the utilization of M/WBE firms either at a local or regional level. Specific inquiries regarding this program should be directed to Mrs. Gayla Long in Finance at (704) 638-5305.

- 1.6. **Pre-Submittal Conference:** A pre-submittal conference will be conducted at 2:00 PM, December, 14, 2022, in the conference room at 1 Water Street, Salisbury, NC 28144. **ATTENDANCE IS OPTIONAL.**
- 1.7. **Questions:** Questions regarding this SOQ shall be submitted in writing by email to mhann@salisburync.gov **no later than 5:00 pm, January 18, 2022.** Questions received after this date and time will not be considered for response. Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package. Prospective firms are strictly prohibited from contacting any City official or employee regarding this SOQ, except in the manner prescribed above. Violation of this provision may result in disqualification of the firm's submittal.
- 1.8. **Due Date:** SOQs in response to this Request are due to the City **no later than 12:00 PM, Friday, February 15, 2023.** Earlier responses are welcome and appreciated.

2. ENVISIONED SCOPE OF CONSULTANT SERVICES

Scope of Consultant's Services: The Scope of Consultant's Services, as currently envisioned by the City, would include but not be limited to the following two potential areas of work: (1) professional engineering including environmental investigation and surveying; and (2) testing services including geotechnical and materials / specialty testing of concrete, solids, construction materials and coatings. Consultants are requested to highlight their expertise and experience in one or both of these and related areas of water resource management. Professional services to be provided by the selected consulting firm(s) may include one or more of the following:

- Surveying and field services as needed. This may include engineering surveying, property research and surveying, right-of-way surveying / descriptions, and hydrographic surveys. Both traditional and GPS surveying methods would be included. Experience resolving conflicts with utilities while designing or managing construction projects is a plus. Preparation of property maps and plats suitable for recording may be required for some projects
- Engineering analysis, studies, design, and construction plans and specifications as related to water, wastewater and stormwater management projects. This may include designs for

distribution and collection systems, impoundments, water treatment and reclamation facilities. SCADA integration capabilities for projects involving control improvements or upgrades may be required. Stormwater management projects could include stream stabilization / restoration projects, traditional and innovative storm sewer system design, culvert and/or bridge retrofits, energy dissipators, low dams, watershed assessments, floodplain management, traditional and innovative Best Management Practices (BMPs), to include Low Impact Development (LID) and Green Infrastructure. Preparation of estimated quantities and project probable construction cost estimates would be included in this task

- Field identification and delineation of streams and wetlands as needed. Analysis, design and construction plans and specifications for stream stabilization and restoration projects, using innovative techniques where possible
- Engineering design and construction plans and specifications for small structural design projects related to finished water storage, water distribution, collection, and stormwater management. Projects may include booster pump stations, lift stations, force mains, storage tanks, retaining walls, culverts, water-control structures, innovative urban BMPs, etc. Geotechnical and/or specialty testing services, for example, tank or piping coating application testing and inspections, may be needed for certain projects and expertise in these areas should also be addressed
- Engineering services associated with water and sewer data management, analysis, and modeling to meet Federal, State and local regulatory requirements and support City planning and alternatives evaluation efforts. Stormwater, distribution and collection system evaluations, to include modeling, water and sewer system sizing, sanitary sewer evaluation surveys (SSES), flow monitoring, manhole inspections, stormwater infrastructure inventory collection, capacity analysis, and pump station analysis and design may be required as part of this task. This could also include FEMA Floodplain/Floodway modeling as well as Flood routing and any other Hydrologic and Hydraulic modeling and analysis
- Preparation of contract bid documents and management of the bid process for water, wastewater, and stormwater improvement projects. Consultants should demonstrate an understanding of the City of Salisbury's Construction Bidding Process. Construction administration and oversight may also be required for some projects
- Project management, construction administration and construction inspection services associated with water, wastewater, and stormwater construction projects. This may include providing resident project representatives, construction inspectors, BMP and stream restoration specialty construction inspectors, project administrators, and project administrative services
- Support for the City in complying with NPDES permits, floodplain management and NFIP requirements, water and sewer permitting and related applications at the local level. This may include preparation and review of submittals at the State and/or Federal level
- Geographic Information Systems (GIS) services including enterprise architecture design, GeoDatabase design, GIS application development, and related information technology services. The City of Salisbury focuses on ESRI-based GIS products (ArcGIS 10.x) and the MS SQL Server RDBMS. Consultants specializing in this area or offering these services should demonstrate their expertise in ESRI-based products, including innovative web technologies, and IT applications that can be enhanced by GIS functionality, including ESRI's ArcObjects and Microsoft .Net based technology/solutions

- Water quality modeling relevant to urban stormwater management. Consultants should demonstrate their experience and expertise in the areas of TMDL development and nutrient modeling applications, as well as pollutant fate and transport applications
- Preparation of required regulatory permit/certification applications, including supporting engineering and environmental documentation. This area may include requirements pursuant to Section 401 and 404 of the Clean Water Act, the State Environmental Policy Act, State 2T rules, PWS rules, the State Erosion & Sedimentation Control Act, air compliance permitting, and other laws and regulations applicable to water supply, water reclamation, stormwater and surface water resources related projects
- Preparation, in partnership with the City, of applications for potential public grant and/or private agency funding for implementation of various water resource related projects. Experience in working with the State's Clean Water Management Trust Fund and related grant funding agencies will enhance the merits of the SOQ

3. COMMERCIAL

- 3.1. **Insurance Requirements:** Any contract entered into as a result of this Request will require the Contractor (Consultant(s) selected for the contract) to obtain and maintain certain minimum insurance coverage. Without limiting any liabilities or other obligations of proposer, successful proposers performing as independent Contractors hereunder, shall be fully responsible for providing Worker's Compensation, General Liability, Professional Liability, and Automotive Liability coverages. The successful proposer(s), if any, must provide a Certificate of Insurance within fifteen (15) calendar days after notification of award. Certification must include: name and address of insurance company (must be authorized to conduct business in North Carolina or be named on the List of Authorized Insurance maintained by the NC Department of Insurance), policy number, and liability coverage and amounts.

4. SOQ SUBMITTAL REQUIREMENTS

- 4.1. **General:** One digital copy, in PDF format, of the written proposal clearly identified as **Request For Statement Of Qualifications For On-Call Professional Services, Submitted to: Michael Hanna, Public Works Administrative Services Manager**, shall be submitted via e-mail to mhann@salisburync.gov on or before **12:00 PM Local Time, Friday, February 15, 2023**. Email can consist of drop box link to the PDF file if it is too large to send via email.

In the interest of fairness to all the Consultants submitting Qualification documents and to allow for the City's timely review, **SOQs received after the scheduled receipt time stated above will not be opened**. All SOQs received become the property of the City and will not be returned. Early submission of SOQs is welcome and appreciated.

- 4.2. **SOQ Organization:** To facilitate the City's objective review of the SOQs from different Consultants, the Consultants are requested to organize the main document using a standardized format. Each SOQ should contain the following:
- A cover letter on company letterhead signed by a Principal or other member of the firm authorized to commit the firm to contract for professional services.
 - Table of Contents, with page numbers
 - Information on the following topics:

Executive Summary: Should address the highlights of the SOQ, along with the strengths and special expertise of the firm and the associated team to successfully accomplish the objectives of the City. Please limit the Executive Summary to one page. **CLEARLY STATE WHICH DISCIPLINE(S) THE STATEMENT OF QUALIFICATIONS IS BEING SUBMITTED FOR (WATER, WASTEWATER, AND/OR STORMWATER).** Different Selection teams will be assigned to separate disciplines and rank accordingly.

Statement of Qualifications: Identify and describe the qualifications of the firm and professional services that may be provided by the consultant or consultant team in response to this Request. Also include information on any proposed sub-consultants. Please note which team members were involved in referenced projects. Please include an approximate dollar amount (professional service fee and construction cost, if applicable) and time period involved in referenced completed or current projects. Also highlight any projects performed for the City of Salisbury during the past 5 years.

Project Team & Project Management: Please identify the proposed project team (including any subconsultants) and key personnel for the successful completion of projects in partnership with city staff. Please include an organizational chart and brief resumes of the project team members. Also, please identify the project manager or primary contact and any other team leaders proposed, and briefly describe how projects will be successfully managed. It is expected that the team members proposed in the SOQ will be the ones that will actually work on projects for the City. Describe the planned and envisioned workload of the proposed team members for the timeframe of this contract, and verify that proposed staff will be prepared for timely completion of projects under a potential contractual agreement with city staff. Also describe your quality assurance / quality control methods.

Terms and Conditions of the Contract: The City proposes to use a standard City of Salisbury contract for professional consulting services. The City of Salisbury sample professional services contract is enclosed as Attachment A. Should the Consultant have any special or unusual contract conditions or limitations, the City should be advised of these in this section of the SOQ. Also note your understanding of and commitment to the City's M/WBE program.

References: Please provide the name, telephone number, and address of at least **three references** in organizations within North Carolina for whom your firm provided professional services on projects similar to this Request and whom the City of Salisbury may contact regarding your firm's performance on their projects.

If the Consultant wishes to submit additional information in support of or to strengthen the SOQ, such information may be submitted separately in Appendices. **SOQs must be limited to no more than 20 numbered pages, excluding the cover page, cover letter, table of contents, resumes, and section dividers.**

5. SELECTION OF CONSULTANT / CONTRACTOR

- 5.1. General: This Request does not commit the City to enter into agreement, to pay any costs incurred in the preparation and submittal of a proposal in response to this request or in subsequent interviews and negotiations, or to procure a contract for the project. The City will require the selected Contractor, to participate in negotiations of the fees for the project and to submit such scope, technical and/or other revisions to the proposals as may result from negotiations. The City reserves the right to perform all or some of the services described in this document with its own work force. The City also reserves the right to issue future Request For Proposal (RFP) and solicit responses from firms not selected as part of this process.

5.2. Qualifications-Based Selection Criteria: SOQs/Proposals are traditionally evaluated and ranked based upon objective Qualifications-Based criteria. The City reserves the right to request an interview with any Consultant during the selection process. Should the City see the need to interview Consultants, the Consultant will be notified as early as possible in the proposal review process. The selection criteria are as follows:

- (5%) Overall content and quality of the submitted SOQ
- (20%) Relevant experience, expertise, and qualifications of the firm and project team members
- (20%) Overall technical capabilities within Water, Wastewater, and/or Stormwater Management, based on discipline(s) submitted for in executive summary.
- (10%) Project management capabilities (strength and experience on similar projects)
- (10%) Track record on past projects in delivering quality professional services in a timely manner for the City of Salisbury
- (10%) Consultant's performance on previous North Carolina municipal projects based on information gathered by the City and/or through the references provided by the Consultant
- (5%) Familiarity with the standards and requirements of the City of Salisbury for design, construction plans, specifications, and bidding
- (10%) Proposals will be evaluated to determine the firm's ability to have key team members respond appropriately to issues that may require on-site assessments.
- (10%) Proposals will be evaluated for innovative or alternative project approaches, solutions and delivery methods.
- Any special or unusual Terms and Conditions for the contract
- If performed, information obtained through interviews with short-listed consultants

5.3. Rating and Selection Team: The following individuals will comprise the team responsible for reviewing and rating the SOQ's submitted:

- Wendy Brindle, Engineering Director
- Ben Parker, Public Works Technician
- Chris Tester, Interim Public Works Director
- Jason Wilson, SRU Assistant Director
- Michael Hanna, Public Works Administrative Service Manager
- Blake Jordan, SRU Project Manager
- Ashley Webb, SRU Senior Engineer

5.4. Schedule for the Selection Process: The following is the anticipated schedule for the Consultant(s) selection process:

<u>Item</u>	<u>Date</u>
City of Salisbury issues RFQ	December 1, 2022
Pre-Submittal Conference	December 14, 2022
Questions regarding SOQ submittal deadline	January 18, 2023
Answers to Questions addendum.	January 25, 2023
Completed SOQs due to City of Salisbury Purchasing, 132 N Main Street	Must be received by City no later than 12:00 PM, Friday February 15, 2023
City review of SOQs and Selection of Short List of Qualified Consultants, if applicable	February 16 – March 15, 2023
Interviews with potential Qualified Consultants, If needed	March 27-31, 2023
City selects Most Qualified Consultant(s)	On or before April 26, 2023
Submittal of complete and signed Master Contract documents by the selected Consultant(s) to the City	On or before Early May, 2023
City final approval of Master Contract(s)	Early June, 2023

Attachment A

SERVICES CONTRACT

This contract for services (the "Contract"), made and entered into this _____ day of _____, 20____ by and between **the City of Salisbury**, a North Carolina municipal corporation (hereinafter referred to as the "City"), and _____ (hereinafter referred to as the "Provider") (collectively, the "Parties").

For and in consideration of the mutual promises set forth in the Contract, the parties do mutually agree as follows:

1. Obligations of Provider.

- a. Services. Under this Contract, the Provider shall perform the following services at designated times and sites as specifically requested and authorized by the City. The services to be performed are as follows: _____ (the "Services"). Provider shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Contract, and pursuant to the instructions, orders, and directions of the City made in accordance with this Contract.
- b. Qualifications of Provider. Provider, and all agents or employees of Provider who will provide services under this Contract, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
- c. Records Maintenance. Provider shall maintain written documentation of any professional services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

2. Obligations of the City.

- a. Compensation. The City agrees to compensate Provider for the total amount of _____ once all services have been rendered in accordance with the terms of this Contract. With the City's written consent, payments may be made in monthly or other periodic installments for work performed and accepted during the previous month or other specified period.
- b. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of Services, and an alternate date cannot be agreed upon, the City will be under no obligation to compensate Provider for Services not rendered.

3. Term. The Services will be provided from _____ through _____ unless sooner terminated as herein provided.

4. Termination for Convenience. The City may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the City

to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the City, be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will provide a prorated payment for all services performed as of the date of termination.

5. Terms and Methods of Payment. Provider shall provide the City with invoice(s) itemized by services provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoice(s) shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Provider within thirty (30) days of submission of such invoice(s). Invoice(s) should be sent to: **City of Salisbury, Accounts Payable, PO Box 479, Salisbury, NC 28145 or financeAP@salisburync.gov**, for review and approval.
6. Contract Funding. It is understood and agreed between Provider and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
7. Insurance. Provider agrees to maintain \$1,000,000 in general liability, \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The "City of Salisbury, a North Carolina Municipal Corporation" shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the City and shall contain an endorsement to provide the City at least ten (10) days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
8. Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
9. Monitoring and Auditing. Provider shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the City to evaluate all activities conducted under this Contract as dictated by the City. Provider shall provide auditors retained by the City with access to any records and files related to the provision of services under this Contract. The City agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
10. Time of the essence. The Parties agree that time is of the essence to each and every term or condition of this Contract where a certain length of time is fixed for the performance of the term or condition. The Parties further agree that any additional time allowed for the completion of any Work by mutual agreement of the Parties shall be of the essence to this Contract.
11. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider represents that it is authorized by federal law to work in the United States. Provider

represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.

12. Indemnification. To the maximum extent allowed by law, Provider shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
13. Relationship of Parties. Provider shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the City.
14. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
15. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Salisbury City Council or of any member of the City's Administration, Human Resources, Information Technology, or Financial and Business Services departments. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the City Manager. Absent an applicable exception under state law and City policy, the existence of a family relationship covered by this Contract is grounds for immediate termination by the City without further financial liability to Provider.
16. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the City.
17. Amendments in writing. This Contract may be amended only in writing and signed by both parties.
18. Governing law. North Carolina law will govern the interpretation and construction of the Contract.

19. Entire agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
20. Attached Exhibits. The following documents, if any, are attached to this Contract and incorporated by reference herein:
- a. Exhibit A: _____ [copy of bid document]
21. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
22. Counterparts and execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
23. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

CITY OF SALISBURY

PROVIDER

BY: _____

TITLE: _____

DATE: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
