

REQUEST FOR QUALIFICATIONS (RFQ)

The City of Greenville, NC is seeking qualifications from engineering firms interested in providing the services required to prepare final design documents associated with the City's federal ARPA grant. This project will require an aggressive design schedule due to the federal grant funding.

Interested firms are invited to submit proposals (in the required quantity and format) for the **"City of Greenville- East 4th Street Reconstruction Project"** by **4:00 pm, Monday, June 10, 2022** to the following address:

Mr. Ted Triantis
City of Greenville
Engineering Dept.
1500 Beatty Street
Greenville, N.C. 27834

The full RFQ can be retrieved at www.greenvillenc.gov or by contacting the Engineering Department at (252) 329-4810.

REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES

To Perform Professional Services for East 4th Street Reconstruction Project

**City of Greenville, North Carolina
May 2022**

I. Project Background

The City of Greenville, NC is requesting qualifications from engineering firms interested in providing the services required to perform engineering design, prepare construction documents, provide easement acquisition services, and perform construction engineering and inspection and materials testing for the East 4th Street Reconstruction project funded by the American Rescue Plan Act (ARPA). The East 4th Street Reconstruction Project will improve a vital corridor paralleling East 5th St into the Uptown District.

Please refer to the attached Location Map for project limits.

The East 4th Street Reconstruction project will require an aggressive planning, design and easement acquisition schedule. The urgency of this project is dictated by the schedule associated with the ARPA grant and availability of federal funds. All preliminary engineering, construction documents, environmental permits, and easement acquisitions must be completed by December 2023.

The City has concerns with regard to the proposed project as it relates to other improvements near the downtown area:

- Multiple construction projects may be ongoing at the same time (BUILD Grant Project, South Elm Street Drainage Improvements, Dickinson Avenue Roadway Project (NCDOT U-5606), and several private development/redevelopment projects).
- Public relations and perceived or realized impacts to downtown residents.

II. Purpose

The primary justification for this project is to address the failing condition of East 4th Street. This section of East 4th Street is classified as a residential street servicing the college grid areas and neighborhoods east of South Elm Street, and serves as an alternate corridor to traveling 5th Street to and from Uptown. Multiple task orders will be issued under this contract. The first task will involve surveying, developing and preparing the necessary construction documents, public involvement, obtaining all applicable permits, and assisting with the bid process. The second task will involve providing easement acquisition services sufficient to secure all easements necessary to construct the proposed improvements. These services will include drafting right of way/easement maps, preparing metes and bounds descriptions, determining fair market value for easements, meeting with property owners to negotiate offers, and coordinating closings with outside attorneys. It is anticipated this task order will be negotiated when construction documents are approximately 65% complete and most easements have been identified. The third task will include construction engineering and inspection and materials testing services as detailed in the section below, and will be negotiated when the construction documents are approximately 90% complete.

It is envisioned all project services will be contracted with the same firm, however there are concerns about potential conflict of interest with utilizing the same firm for both design and construction administration. It is important to minimize the perception of this potential conflict of interest. The consultant will need to demonstrate or provide processes that will alleviate the City's concerns.

III. Scope of Work (Consultant Responsibilities)

The following summarizes the requested professional services:

Task Order 1 (Design through Construction Award)

- Review all available information pertaining to the project, including, but not limited to: previous studies, associated master plans, existing maps, proposed development, proposed infrastructure improvements associated with the area, etc.
- Prepare final design drawings to include utility relocation and conflict resolution, specifications, construction schedules, traffic management plans, cost estimates and bid documents.
- Facilitate public meetings to review preliminary designs.
- Acquire all applicable permits, including environmental and NCDOT encroachment where necessary.
- Advertise bids, prepare addenda (if necessary) and assist with selection of contractor from bid submittals.

Task Order 2 (Easement Acquisition)

- Prepare easement or right-of-way maps, legal descriptions for recordation and valuations/appraisals.
- Stake all identified easements along the corridor.
- Meet with property owners to discuss easement needs, negotiate settlements, and obtain signed Offers to Purchase.
- Coordinate with City Attorney's office and external attorney(s) regarding settlement paperwork.

Task Order 3 (Construction/Post-Construction Services)

- Pre-construction Conference - Outline project specifics. Inform contractor of project administration procedures.
- Management Information System (MIS) - Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, change orders, etc.
- Review Traffic Control Plans
- Review Material Submittals - Review and approve contractor's submittals for materials.
- Weekly Meetings
- Schedule - Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.
- Cost Control - Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.
- Change Orders - Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Provide recommendation and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.
- Dispute Resolution - Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.
- Quality Assurance/Inspection - Observe and monitor all aspects of project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video

documentation of construction process. Encourage and stress quality in the constructed product. Schedule and conduct materials testing.

- Public Relations - Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.
- Permit /Environmental Compliance - Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.
- Progress Payments - Review contractor's payment requests. Verify contractor pay items. Prepare payment documentation for execution.
- Monthly Status Reports
- Site Safety - Review and monitor contractor's safety program for compliance with OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition.
- Record Drawings - Collect, review, and transmit contractor's data to engineer.
- Final Walkthrough - Make final inspections. Prepare punch-list. Verify that required certificates of compliance, Review O&M manuals for completeness. Ensure record drawings and any O & M Manuals have been delivered to City.
- Project Completion Report - Process final progress payment to contractor. File Notice of Completion. Prepare final report to include lessons learned. Deliver project records to the City.

III. Deliverables

Task Order 1

- Final design drawings, permit approvals, specifications, construction schedules, cost estimates, and bid documents detailing the improvements.
- Addenda, pre-bid meeting minutes and sealed bid tab.

Task Order 2

- Easement maps/exhibits
- Metes and bounds descriptions
- Easement valuations and/or appraisals
- Easements/rights of entry with executed Offers to Purchase
- Deeds, closing documents

Task Order 3

- Agenda and meeting minutes for all scheduled meetings.
- Management Information System (MIS) - Paper files, Digital files, and Correspondence logs.
- Review and recommendation on traffic control plan for approval by COG and NCDOT.
- Review and approved material submittals.
- Change Orders - Independent cost estimates and recommendations to include change orders ready for execution. Submittal of change order summary report.
- Schedule reports and recommendations.
- Budget reports and cost estimate reviews.
- Progress payment request documents.
- Quality Assurance/Inspection - Photography and videotapes. Project files to include daily inspection reports and correspondence. Testing plan for the project.
- Public Relations - Verbal and written notices delivered to adjacent businesses/residences. Monthly Project newsletters for residences and businesses in the impacted area.
- Data for record drawings.

- Punchlist and Notice of Completion/Final Report.

IV. Schedule for Consultant Selection

The tentative schedule for selecting a consultant is outlined below. The actual schedule may vary.

Submit Proposals	June 10, 2022
Interviews (if needed)	June 20, 2022
Contract/s Awarded	August 2022
Final Design Completed	December 2023
Advertise for Construction	January 2024
Construction Bids Received and Evaluated	March 2024
Construction Contract(s) Awarded	April 2024

V. RFQ Requirements

Proposals shall be limited to a maximum of fifteen (15) pages, excluding resumes. The following information shall be included in the submittal:

- Corporate Profile
- Highlight of Project Team, to include:
 - organizational chart,
 - availability of staff,
 - expertise of key team members; and
 - previous experience on similar projects (provide client name and contact information, estimated and realized design/construction cost and schedule)
- Approach or methodology to accomplish objectives specific to this project
- Statement regarding firm's(') possible conflict of interest for the work
- Attachment A: Certification Regarding Lobbying
- Attachment B: Supplemental Vendor Information

Detailed approaches, scopes, and fees will be developed during contract negotiations with the selected firm prior to initiation of each task order. Fees shall not be submitted with this RFQ.

VI. Consultant Selection Criteria

Criteria for the selection of the Consultant will include, but not necessarily be limited to, the following:

- Quality and completeness of response to the RFQ (20%);
- Applicable experience of team proposed by the Consultant. Highlight projects on which this team has worked together in the past. Provide information on why the experience is relevant and what roles the proposed team members played. This experience should demonstrate your ability to develop effective, real life solutions for challenging and sometimes highly publicized problems (30%);
- Qualifications of individual(s) proposed for the duties (20%);
- Approach and methodology of how Consultant will meet City's objectives for this project within schedule and on budget (30%).

The selection team will consist of the Director of Engineering, Civil Engineer III (Capital Projects), Civil Engineer I (Capital Projects) and City Asset Manager. The team will evaluate the RFQ's based on the aforementioned items and corresponding percentages. If several firms appear to have similar qualifications the City may request those firms attend an interview and provide a brief presentation.

Fee negotiations will be initiated with the firm found to be most qualified for this work by the selection committee. As part of negotiations, the selected firm will be expected to develop a detailed Scope of Work for all components of the project.

VII. Requirements of the Selected Firm

Insurance

The City of Greenville requires the selected firm to have a minimum of \$1,000,000 of professional errors and omissions insurance prior to entering into an agreement with the City.

Acceptance of Terms

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in the RFQ unless otherwise expressly stated in the proposal.

Right of Rejection by the City

The City reserves the right to accept the proposal that best fits the Scope of Services as defined by the City of Greenville and is deemed to be in the best interest of the City; or the City can reject all proposals.

Financial Responsibility

The firm making the proposal understands and agrees that the City shall have no financial responsibility for any costs incurred by the firm in responding to this RFQ prior to the issuing of an agreement. This includes but is not limited to costs related to site visit(s) and estimate preparation(s) for contract negotiations.

VIII. Special Conditions: Federal Requirements

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

The federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City of Greenville, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide City access to construction or other work sites pertaining to the work being completed under the contract.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. A Contractor's failure to do so shall constitute a material breach of the contract.

Termination for Convenience (General Provision)

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Equal Opportunity

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions,

including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Suspension and Debarment Certification

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

IX. Minority Business Enterprises and Women’s Business Enterprises

The City of Greenville is committed to an annual goal of 4% for Minority Business Enterprises (MBE) and 4% for Women’s Business Enterprises (WBE) participation for all professional services contracts. Firms demonstrating a commitment to assist the City in attaining these goals by designating a percentage of the contract to be assigned to qualified MBE/WBE firms will be given priority consideration. See Attachment B for additional information. This form shall be completed and submitted with your proposal.

X. Supervision of Consultant

The Consultant will be under the supervision of the Director of Engineering for the City of Greenville or her designee.

XI. Proposal Submission and Deadline

Interested firms are invited to submit one (1) electronic copy, in searchable PDF format, and four (4) hard copies of its response to this RFQ no later than 4:00 pm, June 10, 2022, to the following address:

Mr. Ted Triantis
East 4th Street Reconstruction ARPA RFQ Submittal
City of Greenville
Engineering Department
1500 Beatty Street
Greenville, NC 27834

For questions regarding this Request for Qualifications, contact Ted Triantis at (252) 329-4810 and ttriantis@greenvillenc.gov or Lynn Raynor, Engineer III at (252) 329-4620 and lraynor@greenvillenc.gov.

ATTACHMENT A: CERTIFICATION REGARDING LOBBYING (Submit with Proposal)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT B: SUPPLEMENTAL VENDOR INFORMATION (Submit with Proposal)

MWBE AND ELIGIBLE LOCAL BIDDERS

Minority and Women Business Enterprises (MWBEs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of these categories. Also included are disabled business enterprises and non-profit work centers for the blind and severely disabled. Eligible Local Bidders consist of firms located within the Greenville city limits or ETJ that meet other criteria as outlined in Resolutions 031-15, 020-16.

Pursuant to G.S. 143-128.2, 143-48, 143-128.4, and the City of Greenville MWBE Plan along with Resolutions 031-15 and 020-16, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled business enterprises and non-profit work centers for the blind and severely disabled and local bidders. This includes utilizing subcontractors to perform the required functions in this solicitation.

Any questions concerning MWBE or Local Bidder status, contact the MWBE Coordinator, Tish Williams, at 252.329.4462.

The Vendor shall respond to the questions below.

- a) Are you an MWBE firm? Yes No
- b) Are you certified with North Carolina as a Historically Underutilized Business (MWBE)? Yes No
- c) Are you a certified Disadvantaged Business Enterprise (DBE) with the Department of Transportation?
 Yes No
- d) Are you a local bidder? Yes No

Please provide complete *physical* address of firm:

LOCATION MAP

