



City of Wilson

REQUEST FOR QUALIFICATIONS (RFQ) # 2023-57

RFQ Name: Lake Wilson Dam Rehabilitation

Issuing Department: Public Works – Water Treatment

Issue Date: February 1, 2024

Submittal Deadline: February 28, 2024 at 2:00 PM

Direct all questions for this RFQ to:

David Staab

Water Treatment Manager

Email: dstaab@wilsonnc.org

INTRODUCTION:

The City of Wilson invites architectural and engineering firms to submit their statement of qualifications to provide professional design and construction administration/management services for the Lake Wilson Dam Rehabilitation (“project”) located within the City of Wilson, Wilson County, NC. This RFQ is only for Design, Engineering, and Construction Management.

BACKGROUND:

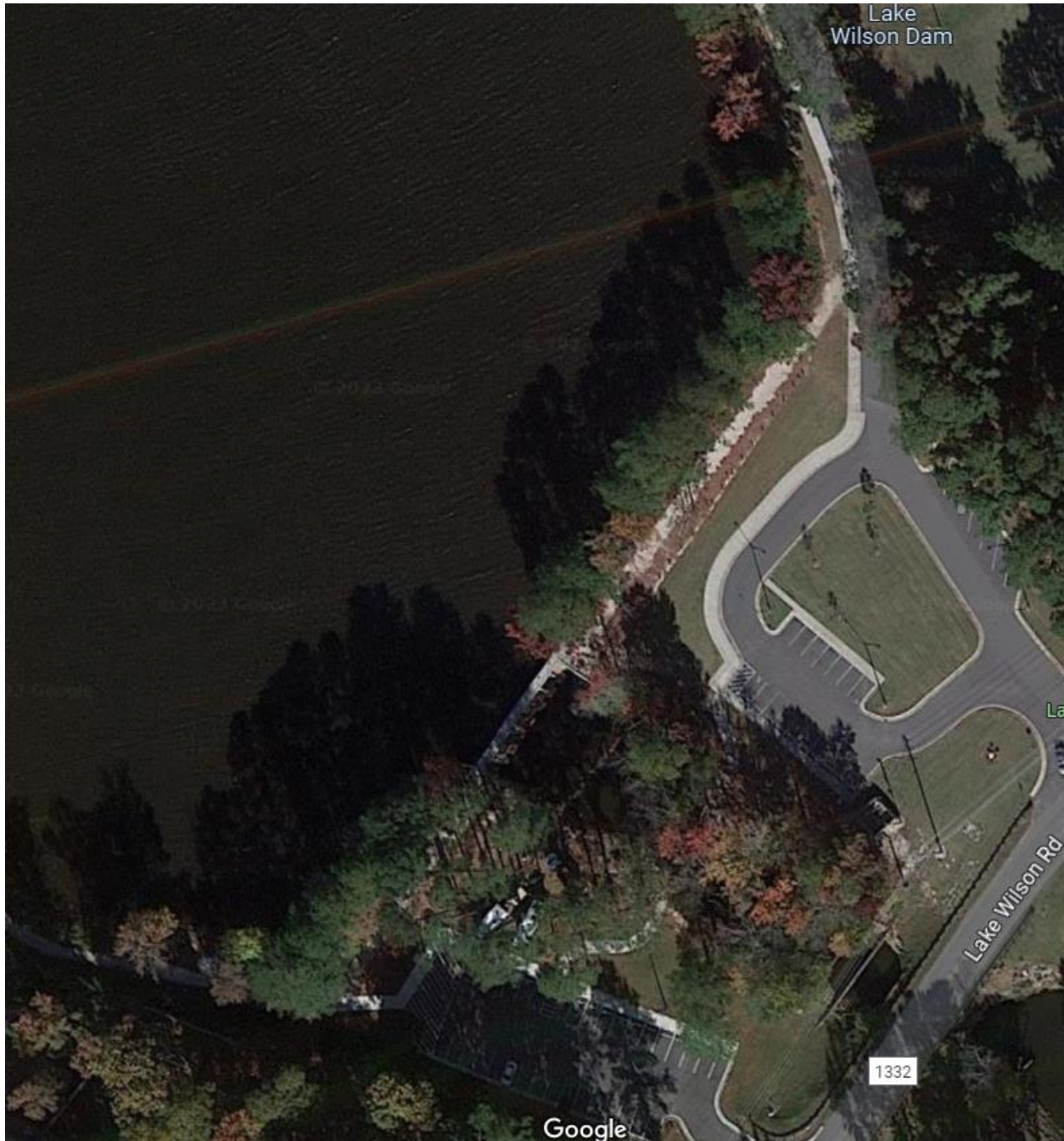
The City of Wilson Lake Wilson dam was constructed around 1960 as an impoundment on Toisnot Swamp. It serves to feed a lower body of water, Toisnot Lake, which is one of two direct drinking water impoundments for the City of Wilson. The City of Wilson serves over 50,000 consumers, including some surrounding cities and counties.

The North Carolina Department of Environmental Quality (NCDEQ), Energy, Mineral, and Land Resources, Dam Safety requires reservoir owners to manage the vegetation upon the dam structures of all reservoirs under the North Carolina Dam Safety Law of 1967 (NCGS 143-215.25 through 37) and North Carolina Administrative Code, Title 15A Subchapter 2K: Dam Safety.

Funding source for this project is from the NC General Assembly’s Session Law 2023-134, Section 12.2.(e) through NCDEQ.

PROJECT AREA:

The tree removal area would be on the earthen dam itself and downstream in what would be the emergency spillways.



SCOPE OF SERVICES:

The City of Wilson will expect the selected architectural and engineering/consulting firm to provide the following response to services needed in conjunction with the proposed Lake Wilson Dam Rehabilitation project:

- Prepare complete construction plans and specifications in accordance with applicable regulations and permit approval requirements.
- Prepare preliminary cost estimates and final detailed cost estimates for each portion of construction.
- Prepare complete bid package including all required documents.
- Provide all necessary information for the preparation of the project bid advertisements and advertise the project.
- Manage competitive bidding process including the preparation of bid packages for prospective bidders, respond to bidder inquiries concerning the technical aspects of the project, prepare any and all necessary addenda to the bid packages, attend pre-bid and bid opening to answer any questions as may arise, review bids for accuracy, investigate bid documents for eligibility and completeness, make recommendation to the City regarding the acceptance of the lowest eligible bid, and other technical assistance as may be requested.
- Prepare formal contract documents, including all documents required for related execution of the construction contract.
- Provide construction inspection and construction management services as necessary to expedite construction in a timely fashion, ensuring that total compliance with general and technical specifications are met by the successful bidder, and that construction is in strict accordance with the plans such that the City of Wilson receives professional workmanship and materials, and accurate inspection files are maintained.
- Prepare and issue change orders, and review all requests for change order from the successful bidder.
- Investigate all requests for partial and final payments prior to approval to ensure payment to bidder in accordance with the contract documents as executed and amended.
- Conduct final inspection of construction upon completion of work by the successful bidder, and ensure completion of punch list before final payment to successful bidder.

- Prepare "AS-BUILT" record drawings and provide three (3) full size sets to City, digital copy in PDF format, along with certification of completion and satisfaction of project requirements, and recommendation of final acceptance by the City.

Remainder of page intentionally left blank

DESCRIPTION OF PROJECT:

Lake Wilson Dam Rehabilitation

- This work would include not only the removal of trees and stumps but reconstruction of the dam embankment (where damaged) and the addition of rip rap for erosion and wave action protection. Repairs to the concrete spillway including the retaining walls that are showing evidence of settlement and cracking.
- Replacing the current walking bridge downstream of the dam.
- Installation of a remote lake level transmitting unit.

Lake Wilson Tree Removal Design Phase Services

Provide design services for the following items:

- Preparation of drawings and technical specifications for the bidding documents

Meetings

At a minimum, the following meetings shall be held by the Engineer during the course of the project:

- Pre-Bid meeting during the construction bid process.
- Pre-Construction meeting with awarded contractor and site visit to review existing conditions prior to project start.
- Meeting after completion of project.

Construction Administration Services

Engineer will provide construction administration services, which will include the following items:

- Attending and conducting the preconstruction conference and monthly on-site progress meetings.
- Review and preparation of change orders as required.
- Review of contractor's submittals.
- Preparation of as-built drawings based on the contractor's markups of the original contract drawings.
- Review of the contractor's completion documents including O&M instructions, record drawing markups, and closeout documents to assist the City in closeout of the construction contract.

QUALIFICATION RESPONSE CONTENTS:

The following information must be included in all responses to this Request for Qualifications (RFQ); Responses need to be a maximum of 15 pages (forms and resumes do not count towards 15-page limit).

- 1) Cover Letter with brief history of firm.
- 2) Experience of the firm to provide the requested engineering services. Three references of prior similar projects.
- 3) Project Team: Individuals or firms should also provide the following information:
 - a) Name of firm and mailing address.
 - b) Name and telephone number of the principal contact.
 - c) Resumes of key employees to be assigned to the project.
- 4) Project Management & Staffing: Describe the management plan to be used and staffing configurations and project schedule illustrating start and completion dates for all major tasks.
- 5) Project/Work Plan - Technical Approach/Understanding of Program: Detail of proposal, specific work products identified, understanding of project process.
- 6) For the purpose of evaluation, the Engineer is requested to provide a proposed hourly rate for each project team member. The hourly rate should include direct labor, fringe benefits, indirect costs, expenses, and profit. The Response should not include other types of fees other than the unit price information. Fee will not be a criterion for selection.

Remainder of page intentionally left blank

DEADLINE FOR SUBMISSION OF QUALIFICATION RESPONSES:

A response with the firm’s qualifications, i.e., the firm’s demonstrated competence and qualifications for the engineering services required, must be received by **2:00 PM on Wednesday – February 28, 2024** at the following address.

<u>By mail (USPS):</u>
City of Wilson (Attn:) Water Treatment / David Staab
P.O. Box 10
Wilson, NC 27894-0010
<u>Hand Delivery or Express Couriers (FedEx, UPS, etc.):</u>
City of Wilson (Attn:) Water Treatment / David Staab
3110 Forest Hills Rd SW
Wilson, NC 27893

**Proposers may hand deliver RFQs to Water Treatment, or if preferred, UPS and FedEx make daily deliveries to our office. If using any other delivery method, allow ample time for delivery. Proposals not received by the deadline stated will not be considered.

One (1) original and three (3) copies should be submitted. The original or copies should be distinguishable from each other.

The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFQ that cannot be met must be indicated in the proposal. Proposers must respond to the entire Request for Qualifications (RFQ). Any incomplete proposal may be eliminated from competition at the discretion of the City.

RFQ TIMELINE:

Provided below is a list of the anticipated schedule of events related to this solicitation. The City reserves the right to modify and/or adjust the schedule to meet the needs of any project(s). All times are shown in Eastern Daylight Time (EDT):

<u>RFQ Process</u>	<u>Date and Time</u>
RFQ Advertisement Date	2/1/2024
Deadline for Written Questions	2/13/2024 @ 5:00 PM
City Response to Questions (anticipated)	2/16/2024
RFQ Due Date	2/28/2024 @ 2:00 PM
RFQ Award	TBD

CRITERIA FOR EVALUATION/AWARDS:

Proposals will be reviewed and evaluated by a review team consisting of representatives of Public Works, Water Treatment, and the City of Wilson Purchasing Department. A recommendation will be forwarded to the purchasing manager for review. Engineers will be notified by mail of the City's selection. The following factors will be used in evaluating proposals and awarding of a contract based on demonstrated competence and qualification for the type of services described herein.

- 1) **Familiarity with the existing (or substantially similar) facility and prior design of referenced equipment and treatment process** – Detail prior history of work performed at this facility (or substantially similar) and any specific work done previously in regards to design of the specific treatment process referenced for this RFQ.
- 2) **Project/Work Plan-Technical Approach/Understanding of Program** – Detail of proposal, specific work products identified, understanding of project process.
- 3) **Experience and Reputation of Firm** – Past involvement of firm with similar infrastructure projects. References of past involvement and resumes of key staff.
- 4) **Qualifications of Staff Assigned to Project/Work Management Plan/Experience of Proposed Personnel** – Identification of staff assignments, roles, and responsibilities. Identification of staff experience.
- 5) **Understanding of Area** – Responsiveness of firm to elements in RFQ, familiarity with geographic area.
- 6) **Unit Pricing Only** – Selection will be made without regard to fee other than unit price information at this stage. Do not submit a fee for the work at this time. The City of Wilson will attempt to negotiate price with the successful proposer.

Remainder of page intentionally left blank

Scoring Scale

Responses will be scored on a scale of 1-5

Criteria	(a) Weight	(b) Score (1-5)	(a) x (b) Weighted Score
Familiarity with the existing facility (or substantially similar) and prior design of referenced equipment and treatment process	35%		
Project/Work Plan-Technical Approach/Understanding of Program	20%		
Experience and Reputation of Firm	20%		
Qualifications of Staff Assigned to Project/Work Management Plan/Experience of Proposed Personnel	20%		
Understanding of Area	5%		
Final Score			

**A resident firm providing engineering services shall be granted a preference over a nonresident firm, in the same manner, on the same basis, and to the extent that a preference is granted in awarding contracts for these services by the other state to its resident firms over firm’s resident in the State of North Carolina. For purposes of this section, a “resident firm” is a firm that has paid unemployment taxes or income taxes in North Carolina and whose principal place of business is located in this State. GS 143-64.31(a1) (2014).*

QUESTIONS:

Written questions shall be e-mailed to David Staab, Water Treatment Manager at dstaab@wilsonnc.org by the date and time specified above. Firms will enter RFQ Title – “Lake Wilson Dam Rehabilitation” as the subject for the email. For questions received prior to the submission deadline date by the Water Treatment Manager, responses and any additional terms deemed necessary by the City of Wilson will be posted in the form of an addendum to the **City of Wilson website**: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=6cb6feea-36f1-43a9-ae1b-61fdecb8b52b>

and/or the **North Carolina Historically Underutilized Business (NCHUB) website**, <https://app.powerbigov.us/view?r=eyJrIjoiZTc1MjI0ZTUtZWZhMC00NWQ1LTk2ZTUtNTJiNzg1Mjg1YzRhIiwidCI6IjdhNzY4MWRjLW15ZDAtNDQ5YS04NWMzLWVjYzI2Y2Q3ZWQxOSJ9&pageName=ReportSection47eae55d98ae2b6dbb27> , and shall become an Addendum to this RFQ. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise concerning this RFQ, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFQ. Inquiries must be submitted no later than the date and time noted in the project schedule. Questions answered verbally will be followed up by written addenda as deemed necessary; oral interpretations shall have no effect.

GENERAL CONTRACT TERMS & CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The City of Wilson reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City of Wilson.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship, or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alternations. The City of Wilson reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which state all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation, and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
7. **NON-DISCRIMINATION:**
 - a. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
 - b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

8. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the City, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.
9. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 60 days' notice in writing from the City to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.
10. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the City as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
11. **ACCESS TO PERSONS AND RECORDS:** An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.
12. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the City may:
- a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
 - b) Include any person or entity designated by Vendor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the City to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all Contract obligations.

13. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a) **Worker's Compensation** - The Vendor 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 \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

14. GENERAL INDEMNITY: The Vendor shall hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the City has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the City's agents who are involved in the delivery or processing of Vendor deliverables or services to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

- 15. CONFIDENTIALITY:** Any City information, data, instruments, documents, studies, or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.
- 16. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 17. ENTIRE AGREEMENT:** This RFQ and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFQ, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 18. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
- 19. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 20. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the City under applicable law.
- 21. E-VERIFY**-Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of Contractor's knowledge, any subcontractors employed by it as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statute.

- 22. IRAN DIVESTMENT ACT CERTIFICATION** – Contractor certifies that, as of the date listed (2017), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- 23. EVALUATION OF BID:** All qualified proposals/bids will be evaluated and award made to the firm(s) whose proposal/bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the right to reject any and all offers if determined in its best interest.
- 24. BID/PROPOSAL PUBLIC RECORD:** All proposals/bids received become the property of the City of Wilson and information included therein or attached thereto shall become public record upon their delivery to the City. Submission of a bid/proposal in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.
- 25. COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the City will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
- 26. INSPECTION AT VENDOR'S SITE:** The City reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the City's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
- 27. VENDOR REGISTRATION:** All vendors (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link. <https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>
- 28. REGULATIONS:** The selected architect/engineer must be able to comply with applicable state regulations associated with this project. State licensure requirements apply.
- 29. GIFTS AND FAVORS:** Engineering Firms shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32

EXECUTION OF PROPOSAL

By submitting this proposal, the potential Engineering Firm certifies the following:

- This proposal is signed by an authorized representative of the Firm.
- The potential Engineering Firm has read and understands the conditions set forth in this RFQ to include any addenda and all attached exhibits and agrees to them with no exceptions.

Signature: _____

Printed Name: _____

Title: _____

Date: _____